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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

WYNDHAM HOTELS AND RESORTS, LLC, a Delaware Corporation, Plaintiff, v. WELCOME HOTEL GROUP LLC, a New Jersey Limited Liability Company; EDISON HOLDINGS NJ LLC, a New Jersey Limited Liability Company; and DEEPAK VISHWANATH, an individual, Defendants.	Civil Action No. 17- **VERIFIED COMPLAINT**

Plaintiff Wyndham Hotels and Resorts, LLC, by its attorneys, LeClairRyan, complaining of defendants, Welcome Hotel Group LLC, Edison Holdings NJ LLC, and Deepak Vishwanath, says:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Wyndham Hotels and Resorts, LLC ("WHR") is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business in Parsippany, New Jersey.

2. Defendant Welcome Hotel Group LLC ("Welcome Hotel Group"), on information and belief, is a limited liability company organized and existing under the laws of the State of New Jersey, with its principal place of business located at 1 West Lafayette Street, Trenton, New Jersey 08608.

3. Defendant Edison Holdings NJ LLC ("Edison Holdings"), on information and belief, is a limited liability company organized and existing under the laws of the State of New Jersey, with its principal place of business at 1 West Lafayette Street, Trenton, New Jersey 08608.

4. Defendant Deepak Vishwanath ("Vishwanath"), on information and belief, is a member of Welcome Hotel Group and Edison Holdings, and is a citizen of the State of New Jersey, having an address at 1 West Lafayette Street, Trenton, New Jersey 08608.

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 & 1338, 15 U.S.C. § 1121 and, with respect to certain claims, 28 U.S.C. § 1367.

6. This Court has personal jurisdiction over defendant, Edison Holdings, by virtue of the fact that Edison Holdings is a limited liability company organized and existing under the laws of the State of New Jersey.

7. This Court has personal jurisdiction over defendants, Welcome Hotel Group and Vishwanath, by virtue of, among other things, section 27.B of the March 31, 2014 franchise agreement by and between Welcome Hotel Group and WHR (the "Franchise Agreement"), described in more detail below, pursuant to which Welcome Hotel Group has consented "to the non-exclusive personal jurisdiction of the state and federal district courts located in the state, county or judicial district in which [WHR's] principal place of business is located . . . ."

8. Venue is proper in this District as all defendants are citizens of New Jersey and pursuant to section 27.B of the Franchise Agreement, inasmuch as that provision contains an express waiver by Welcome Hotel Group of any objection to venue in this District.

ALLEGATIONS COMMON TO ALL COUNTS

The Wyndham® Marks

9. WHR is widely known as a provider of guest lodging facility services.

10. WHR owns and has the exclusive right to license the use of the service mark WYNDHAM and WYNDHAM GARDEN, and various related trade names, trademarks and service marks, logos, and derivations thereof (the "Wyndham® Marks"), as well as the distinctive Wyndham Garden® System business methods, to its franchisees to provide guest lodging services to the public in connection with the Wyndham Garden® name, including a centralized reservation system, advertising, publicity, and training services.

11. WHR or its predecessors first used the WYNDHAM mark in 1981 and the WYNDHAM GARDEN mark in 1986 and the Wyndham® Marks are in full force and effect.

12. WHR has registered the Wyndham® Marks as service marks with the U.S. Patent and Trademark Office ("USPTO") and owns, among others, the following valid service mark registrations for the Wyndham® Marks:

Mark	Reg. No.	Reg. Date
WYNDHAM GARDEN	1,962,596	March 19, 1996
WYNDHAM GARDEN HOTELS & Design	4,577,382	July 29, 2014
WYNDHAM	2,859,133	July 6, 2004
W & Design	3,239,884	May 8, 2007

13. The USPTO registrations for the Wyndham® Marks are valid, subsisting, and in full force and effect and appear on the Principal Trademark Register of the USPTO. Except for Registration No. 4,577,382, the registered Wyndham® Marks are incontestable pursuant to 15 U.S.C. § 1065. The incontestable federal trademark registrations constitute conclusive evidence of the validity of the Wyndham® Marks and WHR's ownership of the Wyndham® Marks and the exclusive right to the use the marks nationwide. The federal trademark registration of Registration No. 4,577,382 constitutes presumptive evidence of the validity of the mark and WHR's ownership thereof and the exclusive right to the mark nationwide.

14. WHR has made, over the course of many years, and continues to make, extensive use of the Wyndham® Marks. It has advertised, marketed and provided services in connection with the Wyndham® Marks to such an extent that consumers know and recognize the Wyndham® Marks and associate them with WHR and the high-value lodging facilities and services it provides to consumers.

15. Through its franchise system, WHR markets, promotes, and provides services to its guest lodging franchisees throughout the United States. In order to identify the origin of their guest lodging services, WHR allows its franchisees to utilize the Wyndham® Marks and to promote the Wyndham® and Wyndham Garden® brand names.

16. WHR has invested substantial effort over a long period of time, including the expenditure of substantial sums of money, to develop goodwill in its trade names and service marks to cause consumers throughout the United States to recognize the Wyndham® Marks as distinctly designating Wyndham® brand guest lodging services as originating with WHR.

17. The value of the goodwill developed in the Wyndham® Marks does not admit of precise monetary calculation, but because WHR is a national guest lodging facility franchise

system and is widely known as a provider of guest lodging facility services, the value of WHR's goodwill is substantial.

18. The Wyndham® Marks are famous in the United States and became famous prior to the relevant conduct alleged herein.

The Relationship Between Edison Holdings And Welcome Hotel Group

19. Edison Holdings owns the guest lodging facility located at 1 West Lafayette Street, Trenton, New Jersey 08608, Site No. 48471-04778-01 (the "Hotel").

20. On December 16, 2013, Edison Holdings, as landlord, entered into a lease agreement for the Hotel (the "Lease Agreement") with Welcome Hotel Group, as tenant, for a five-year and fifteen-days term.

21. Vishwanath, a member of both Edison Holdings and Welcome Hotel Group, executed the Lease Agreement on behalf of Edison Holdings.

22. Under section 1 of the Lease Agreement, Welcome Hotel Group agreed to pay Edison Holdings (a) $15,000.00 ($1,250.00 per month) in rent for the term of December 16, 2013 through December 31, 2014; (b) $100,000 ($8,333.33 per month) in rent for the term of January 1, 2015 through December 31, 2016; (c) $125,000 ($10,416.66 per month) in rent for the term of January 1, 2017 through December 31, 2017; and (d) $150,000 ($12,500 per month) in rent for the term of January 1, 2018 through December 31, 2018.

23. On December 16, 2013, Welcome Hotel Group entered into a management agreement (the "Management Agreement") with Marshall Hotels & Resorts, Inc.

24. Vishwanath executed the Management Agreement on behalf of Welcome Hotel Group.

25. Under the Management Agreement, Welcome Hotel Group identified itself as the owner of the Hotel.

26. Under section 12 of the Management Agreement, the parties agreed that the Management Agreement would terminate if owner, Welcome Hotel Group, sold an 80% or greater interest in the Hotel to a bona fide person or entity unaffiliated or unrelated to Welcome Hotel Group, including any person or entity "outside the family."

The Agreements Between WHR And Defendants

27. On or about March 31, 2014, WHR entered into the Franchise Agreement with Welcome Hotel Group for the operation of a 197-room[1] Wyndham® guest lodging facility located at 1 West Lafayette Street, Trenton, New Jersey 08608, Site No. 48471-04778-01 (the "Hotel"). A true copy of the Franchise Agreement is attached hereto as Exhibit A.

28. Vishwanath, a member of both Edison Holdings and Welcome Hotel Group, executed the Franchise Agreement on behalf of Welcome Hotel Group.

29. Pursuant to section 24 of the Franchise Agreement, Vishwanath was Welcome Hotel Group's designated contact person.

30. Pursuant to section 2 and Attachment A of the Franchise Agreement, Welcome Hotel Group was obligated to operate a Wyndham® guest lodging facility for a fifteen-year term, during which time Welcome Hotel Group was permitted to use the Wyndham® Marks in association with the operation and use of the Hotel as part of WHR's franchise system.

31. Pursuant to section 3.A and Attachment A of the Franchise Agreement, Welcome Hotel Group was obligated to pay an initial fee to WHR.

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[1] By Amendment to Franchise Agreement dated May 27, 2014, a true copy of which is attached hereto as Exhibit B, the parties agreed to amend Attachment A of the Franchise Agreement to reflect that the Hotel had 197 approved guest rooms but, at Welcome Hotel Group's request, 164 rooms would be open and 33 rooms would remain closed.

32. On March 31, 2014, Edison Holdings wired to WHR the initial fee owed by Welcome Hotel Group under the Franchise Agreement.

33. Pursuant to section 3, section 30.4, and Attachment B of the Franchise Agreement, Welcome Hotel Group was required to make certain periodic payments to WHR for royalties, marketing and global sales fees, taxes, interest, reservation system user fees, and other fees (collectively, "Recurring Fees").

34. Pursuant to section 3.F of the Franchise Agreement, Welcome Hotel Group agreed that interest was payable "from the date it was due until paid, at one and one-half percent (1.5 %) per month or the maximum rate permitted by law, whichever is less."

35. Pursuant to section 13.B of the Franchise Agreement, Welcome Hotel Group was required to prepare and submit monthly reports to WHR disclosing, among other things, the amount of gross room revenue earned by Welcome Hotel Group at the Hotel in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to WHR.

36. Pursuant to section 13.A of the Franchise Agreement, Welcome Hotel Group agreed to maintain at the Hotel accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Hotel and, pursuant to section 13.E of the Franchise Agreement, Welcome Hotel Group agreed to allow WHR to examine, audit, and make copies of the entries in these books, records, and accounts.

37. Pursuant to section 17 of the Franchise Agreement, WHR could terminate the Franchise Agreement, with notice to Welcome Hotel Group, if Welcome Hotel Group (a) discontinued operating the Hotel as a Wyndham® guest lodging establishment; and/or (b) lost possession or the right to possession of the Hotel.

38. Pursuant to section 18.C of the Franchise Agreement, Welcome Hotel Group agreed that, in the event of a termination of the Franchise Agreement, it would pay liquidated damages to WHR in accordance with a formula specified in the Franchise Agreement.

39. Section 30.3 of the Franchise Agreement, entitled "Liquidated Damages", specifically set liquidated damages for the Hotel at $394,000.00.

40. Section 18 of the Franchise Agreement specified Welcome Hotel Group's obligations in the event of a termination of the Franchise Agreement, including its obligation to immediately cease using all of the Wyndham® Marks.

41. Pursuant to section 18.D of the Franchise Agreement, Welcome Hotel Group agreed that it would "pay any and all damages, costs and expenses, including reasonable attorneys' fees, incurred by [WHR] (i) in obtaining injunctive or other relief for the enforcement of any provisions of this [Franchise] Agreement, or (ii) defending any contested termination of this [Franchise] Agreement."

42. Effective as of the date of the Franchise Agreement, Vishwanath provided WHR with a guaranty (the "Guaranty") of Welcome Hotel Group's obligations under the Franchise Agreement. A true copy of the Guaranty is attached hereto as Exhibit C.

43. Pursuant to the terms of the Guaranty, Vishwanath agreed, among other things, that upon a default under the Franchise Agreement, he would "immediately make each payment and perform each obligation of [Welcome Hotel Group] under the [Franchise] Agreement."

44. Pursuant to the terms of the Guaranty, Vishwanath agreed to pay the costs, including reasonable attorneys' fees, incurred by WHR in enforcing its rights or remedies under the Guaranty or the Franchise Agreement.

Welcome Hotel Group and Vishwanath's Defaults under the Franchise Agreement

45. Welcome Hotel Group repeatedly failed to timely pay Recurring Fees to WHR, in breach of its obligations under the Franchise Agreement.

46. By letter dated May 20, 2016, a true copy of which is attached hereto as Exhibit D, WHR advised Welcome Hotel Group that (a) it was in breach of the Franchise Agreement because it owed WHR approximately $154,415.11 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

47. By letter dated August 5, 2016, a true copy of which is attached hereto as Exhibit E, WHR advised Welcome Hotel Group that (a) it remained in breach of the Franchise Agreement because it owed WHR approximately $179,046.10 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

48. By letter dated November 15, 2016, a true copy of which is attached hereto as Exhibit F, WHR advised Welcome Hotel Group that (a) it remained in breach of the Franchise Agreement because it owed WHR approximately $202,803.84 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

49. By letter dated February 21, 2017, a true copy of which is attached hereto as Exhibit G, WHR advised Welcome Hotel Group that (a) it remained in breach of the Franchise Agreement because it owed WHR approximately $240,449.00 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

The Termination of the Franchise Agreement

50. By letter dated April 5, 2017, Welcome Hotel Group unilaterally terminated the Franchise Agreement, effective April 6, 2017, by ceasing to operate the Hotel as a Wyndham® guest lodging facility.

51. By letter dated April 7, 2017, a true copy of which is attached as Exhibit H, WHR acknowledged Welcome Hotel Group's unilateral termination of the Franchise Agreement, effective April 6, 2017, and advised Welcome Hotel Group that, within ten (10) days of the April 6, 2017 termination date, it must (a) remove all signage bearing the Wyndham® Marks; (b) perform all post-termination obligations set forth in the Systems Standards Manual; (c) change all signs, billboards, and listings in telephone directories, travel guides, hotel indexes and similar materials in which the Hotel is identified as a Wyndham® facility; (d) remove the Wyndham® Marks from any advertising or promotional activities on, around, or directed towards the Hotel, including any websites, webpages, or search engines; (e) pay to WHR as liquidated damages for premature termination the sum of $394,000.00, as required under the Franchise Agreement; and (f) pay WHR all outstanding Recurring Fees through the date of termination.

52. The termination of the Franchise Agreement precludes Welcome Hotel Group from any use of the Wyndham® Marks in or around the Hotel.

53. The termination of the Franchise Agreement precludes Welcome Hotel Group from any further use of the Wyndham® Marks to induce the traveling public to use the Hotel in any way.

54. The termination of the Franchise Agreement precludes Edison Holdings, as landlord of the Hotel, from any further use of the Wyndham® Marks in or around the Hotel.

55. Since the termination of the Franchise Agreement, Welcome Hotel Group and Edison Holdings have continued to use the Wyndham® Marks to induce the traveling public to rent guest rooms at the Hotel.

56. Since the termination of the Franchise Agreement, Welcome Hotel Group and Edison Holdings have used the Wyndham® Marks without authorization to rent rooms through, among other things, failure to remove Wyndham® signage and continuing to identify the Hotel as a Wyndham® guest lodging facility.

57. Welcome Hotel Group and Edison Holdings have continued to misuse the Wyndham® Marks despite receiving notification from WHR to cease and desist from the misuse of the Wyndham® Marks.

FIRST COUNT

58. WHR repeats and makes a part hereof each and every allegation set forth in paragraphs 1 through 57 of the Verified Complaint.

59. Section 32 of the Lanham Act, 15 U.S.C. § 1114(1)(a), provides in pertinent part that "[a]ny person who shall, without the consent of the registrant — use in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive . . . shall be liable in a civil action by the registrant . . . ."

60. Welcome Hotel Group and Edison Holdings marketed, promoted, and rented, and continue to market, promote, and rent rooms at the Hotel through the unauthorized use of the Wyndham® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers, in violation of Section 32 of the Lanham Act.

61. Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), provides in pertinent part that "[a]ny person who, on or in connection with any goods or services . . . uses in commerce any word, term, name, symbol . . . or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake, or to deceive as to affiliation . . . or as to the origin, sponsorship, or approval of . . . goods [or] services . . . shall be liable in a civil action . . . ."

62. The acts of Welcome Hotel Group and Edison Holdings in marketing, promoting, and renting rooms at the Hotel, through and with the Wyndham® Marks, constitute:

(a) a false designation of origin;

(b) a false and misleading description of fact; and

(c) a false and misleading representation of fact;

that caused and are likely to continue to cause confusion, or to cause mistake, or deception, as to the affiliation of Welcome Hotel Group and Edison Holdings' Hotel with WHR, and to cause confusion, or to cause mistake, or deception, to the effect that WHR sponsors or approves of the guest lodging services that Welcome Hotel Group and Edison Holdings provide at the Hotel, all in violation of Section 43(a) of the Lanham Act.

63. Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), provides in pertinent part that "[t]he owner of a famous mark shall be entitled, subject to the principles of equity and upon such terms as the court deems reasonable, to an injunction against another person's commercial use in commerce of a mark or trade name, if such use begins after the mark has become famous and causes dilution of the distinctive quality of the mark, and to obtain such other relief as is provided in this subsection."

64. Welcome Hotel Group and Edison Holdings' use of the Wyndham® Marks in connection with goods and services at the Hotel, after the Wyndham® Marks became famous, caused and will continue to cause dilution and disparagement of the distinctive quality of the Wyndham® Marks, and lessened and will continue to lessen the capacity of the Wyndham® Marks to identify and distinguish the goods and services of WHR, all in violation of Section 43(c) of the Lanham Act.

65. Welcome Hotel Group and Edison Holdings' on-going acts of infringement in violation of Sections 32, 43(a), and 43(c) of the Lanham Act are malicious, fraudulent, willful, and deliberate.

66. Welcome Hotel Group and Edison Holdings' on-going acts of infringement in violation of Sections 32, 43(a), and 43(c) of the Lanham Act have inflicted and continue to inflict irreparable harm on WHR.

67. WHR has no adequate remedy at law.

68. No previous injunctive relief has been awarded with respect to this matter in this case or any other case.

WHEREFORE, pursuant to 15 U.S.C. §§ 1114, and 1125(a) & (c), WHR demands judgment against Welcome Hotel Group and Edison Holdings:

(a) Preliminarily and permanently restraining and enjoining Welcome Hotel Group and Edison Holdings, its affiliates, subsidiaries, officers, agents, servants, employees and attorneys, and all those who act in concert or participation with them, from marketing, promoting, or selling guest lodging services at the Hotel through and with the Wyndham® Marks; and

(b) Granting compensatory damages, treble damages, attorneys' fees, prejudgment interest, costs of suit, and such other and further relief as this Court shall deem just and proper.

SECOND COUNT

69. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 68 of the Verified Complaint.

70. Section 32 of the Lanham Act, 15 U.S.C. § 1114(1)(a), provides in pertinent part that "[a]ny person who shall, without the consent of the registrant — use in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive . . . shall be liable in a civil action by the registrant . . . ."

71. The Lanham Act, 15 U.S.C. § 1116(d)(1)(B)(i), defines a counterfeit mark as "a mark that is registered on the Principal Register in the United States Patent and Trademark Office for such goods and services sold, offered for sale, or distributed and that is in use, whether or not the person against whom relief is sought knew such mark was so registered."

72. Welcome Hotel Group and Edison Holdings marketed, promoted, and rented, and continues to market, promote, and rent rooms at the Facility through the use of counterfeit Wyndham® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers, in violation of Section 32 of the Lanham Act.

73. The acts of Welcome Hotel Group and Edison Holdings in marketing, promoting, and renting rooms at the Facility through and with the counterfeit Wyndham® Marks were intentional.

74. Welcome Hotel Group and Edison Holdings intentionally used the counterfeit Wyndham® Marks in marketing, promoting, and renting rooms at the Facility with knowledge that the marks were counterfeit.

75. Welcome Hotel Group and Edison Holdings' on-going use of counterfeit Wyndham® Marks in violation of Section 32 of the Lanham Act is intentional, malicious, fraudulent, willful, and deliberate.

76. Welcome Hotel Group and Edison Holdings' on-going use of counterfeit Wyndham® Marks in violation of Section 32 of the Lanham Act has inflicted and continues to inflict irreparable harm on WHR.

77. WHR has no adequate remedy at law.

78. No previous injunctive relief has been awarded with respect to this matter in this case or any other case.

WHEREFORE, pursuant to 15 U.S.C. §§ 1114, WHR demands judgment against Welcome Hotel Group and Edison Holdings:

(a) Preliminarily and permanently restraining and enjoining Welcome Hotel Group and Edison Holdings, its affiliates, subsidiaries, officers, agents, servants, employees and attorneys, and all those who act in concert or participation with them, from marketing, promoting, or selling guest lodging services at the Hotel through and with the counterfeit Wyndham® Marks; and

(b) Granting compensatory damages, treble damages, attorneys' fees, prejudgment interest, costs of suit, and such other and further relief as this Court shall deem just and proper.

THIRD COUNT

79. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 78 of the Verified Complaint.

80. Pursuant to section 13.E of the Franchise Agreement, Welcome Hotel Group agreed to allow WHR to examine, audit, and make copies of Welcome Hotel Group's financial information, including books, records, and accounts, relating to the gross room revenue earned at the Hotel.

81. Welcome Hotel Group has engaged in acts and practices, as described, which amount to infringement of the Wyndham® Marks in an unlawful, unfair, and fraudulent manner which is likely to confuse the public.

82. As a result, Welcome Hotel Group owes restitution and the disgorgement of profits, in an amount unknown to WHR, and which amount cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from Welcome Hotel Group.

WHEREFORE, WHR demands judgment ordering that Welcome Hotel Group account to WHR for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Hotel through and with the Wyndham® Marks.

FOURTH COUNT

83. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 82 of the Verified Complaint.

84. Edison Holdings has engaged in acts and practices, as described, which amount to infringement of the Wyndham® Marks in an unlawful, unfair, and fraudulent manner which is likely to confuse the public.

85. As a result, Edison Holdings owes restitution and the disgorgement of profits, in an amount unknown to WHR, and which amount cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from Edison Holdings.

WHEREFORE, WHR demands judgment ordering that Edison Holdings account to WHR for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Hotel through and with the Wyndham® Marks.

FIFTH COUNT

86. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 85 of the Verified Complaint.

87. By letter dated April 5, 2017, Welcome Hotel Group unilaterally terminated the Franchise Agreement, effective April 6, 2017, by ceasing to operate the Hotel as a Wyndham® guest lodging facility.

88. By letter dated April 7, 2017, WHR acknowledged Welcome Hotel Group's unilateral termination of the Franchise Agreement, effective April 6, 2017.

89. Sections 18.C and 30.3 of the Franchise Agreement provide that, in the event of termination of the Franchise Agreement due to action of the Franchisee, Welcome Hotel Group shall pay liquidated damages to WHR.

90. As a result of the termination of the Franchise Agreement, Welcome Hotel Group is obligated to pay WHR liquidated damages in the amount of $394,000.00, as calculated pursuant to sections 18.C and 30.3 of the Franchise Agreement.

91. Notwithstanding WHR's demand for payment, Welcome Hotel Group has failed to pay WHR the liquidated damages as required in sections 18.C and 30.3 of the Franchise Agreement.

92. WHR has been damaged by Welcome Hotel Group's failure to pay liquidated damages.

WHEREFORE, WHR demands judgment against Welcome Hotel Group for liquidated damages in the amount of $394,000.00, together with interest, attorneys' fees, and costs of suit.

SIXTH COUNT

93. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 92 of the Verified Complaint.

94. By virtue of the premature termination of the Franchise Agreement, WHR sustained a loss of future revenue over the remainder of the fifteen-year term of the Franchise Agreement.

95. If the Court determines that Welcome Hotel Group is not liable to pay WHR liquidated damages as required by sections 18.C and 30.3 of the Franchise Agreement then, in the alternative, Welcome Hotel Group is liable to WHR for actual damages for the premature termination of the Franchise Agreement.

96. WHR has been damaged by Welcome Hotel Group's breach of its obligation to operate a Wyndham® guest lodging facility for the remaining term of the Franchise Agreement.

WHEREFORE, WHR demands judgment against Welcome Hotel Group for actual damages in an amount to be determined at trial, together with interest, attorneys' fees, and costs of suit.

SEVENTH COUNT

97. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 96 of the Verified Complaint.

98. Pursuant to section 3, section 30.4, and Attachment B of the Franchise Agreement, Welcome Hotel Group was obligated to remit Recurring Fees to WHR.

99. Despite its obligation to do so, Welcome Hotel Group has failed to remit certain of the Recurring Fees due and owing under the Franchise Agreement in the current amount of $266,319.07.

100. Welcome Hotel Group's failure to remit the agreed Recurring Fees constitutes a breach of the Franchise Agreement and has damaged WHR.

WHEREFORE, WHR demands judgment against Welcome Hotel Group for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of $266,319.07, together with interest, attorneys' fees, and costs of suit.

EIGHTH COUNT

101. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 100 of the Verified Complaint.

102. At the time of the termination of the Franchise Agreement, Welcome Hotel Group was obligated to pay WHR Recurring Fees.

103. Despite its obligation to do so, Welcome Hotel Group has failed to pay certain of the Recurring Fees due and owing under the Franchise Agreement, in the current amount of $266,319.07.

104. In addition, Welcome Hotel Group benefited from its wrongful use of the Wyndham® Marks after termination of the Franchise Agreement and paid no royalty or other Recurring Fees to WHR in return for that benefit.

105. Welcome Hotel Group's failure to compensate WHR constitutes unjust enrichment and has damaged WHR.

WHEREFORE, WHR demands judgment against Welcome Hotel Group for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of $266,319.07, and all royalties and other Recurring Fees that should be paid to compensate WHR for the period during which Welcome Hotel Group misused the Wyndham® Marks and was thereby unjustly enriched, together with interest, attorneys' fees, and costs of suit.

NINTH COUNT

106. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 105 of the Verified Complaint.

107. Pursuant to the terms of the Guaranty, Vishwanath agreed, among other things, that upon a default under the Franchise Agreement, he would immediately make each payment and perform each obligation required of Welcome Hotel Group under the Franchise Agreement.

108. Despite his obligation to do so, Vishwanath has failed to make any payments or perform or cause Welcome Hotel Group to perform each obligation required under the Franchise Agreement.

109. Pursuant to the Guaranty, Vishwanath is liabl e to WHR for Welcome Hotel Group's liquidated damages in the amount of $394,000.00, or actual damages in an amount to be determined at trial, Welcome Hotel Group's Recurring Fees due and owing under the Franchise Agreement, in the current amount of $266,319.07, and for those additional Recurring Fees

attributable to the period during which Welcome Hotel Group has misused the Wyndham® Marks.

WHEREFORE, WHR demands judgment against Vishwanath for damages in the amount of:

(a) All liquidated damages, or actual damages, and Recurring Fees due and owing under the Franchise Agreement, together with interest, attorneys' fees, and costs of suit; and

(b) All profits, royalties, and other Recurring Fees that should be paid to compensate WHR for the period during which Welcome Hotel Group misused the Wyndham® Marks and was thereby unjustly enriched, together with interest, attorneys' fees, and costs of suit.

TENTH COUNT

110. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 109 of the Verified Complaint.

111. Edison Holdings maintained significant control over Welcome Hotel Group throughout the life of the Franchise Agreement.

112. Edison Holdings and Welcome Hotel Group failed to observe corporate formalities, including intermingling of corporate identity, assets, and management, comingling of funds, and undercapitalization of Welcome Hotel Group.

113. Edison Holdings is the alter ego of Welcome Hotel Group and is therefore responsible for Welcome Hotel Group's obligations to WHR under the Franchise Agreement, including but not limited to Welcome Hotel Group's liquidated damages in the amount of $394,000.00, or actual damages in an amount to be determined at trial, Welcome Hotel Group's Recurring Fees due and owing under the Franchise Agreement, in the current amount of

$266,319.07, and for those additional Recurring Fees attributable to the period during which Welcome Hotel Group has misused the Wyndham® Marks.

WHEREFORE, WHR demands judgment against Edison Holdings for damages in the amount of:

(a) All liquidated damages, or actual damages, and Recurring Fees due and owing under the Franchise Agreement, together with interest, attorneys' fees, and costs of suit; and

(b) All profits, royalties, and other Recurring Fees that should be paid to compensate WHR for the period during which Welcome Hotel Group misused the Wyndham® Marks and was thereby unjustly enriched, together with interest, attorneys' fees, and costs of suit.

ELEVENTH COUNT

114. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 113 of the Verified Complaint.

115. By virtue of its ownership of the Hotel, Edison Holdings has benefited from the use of the Wyndham® Marks.

116. Despite its obligation to do so, Edison Holdings has failed to compensate WHR for that benefit.

117. Edison Holdings' failure to compensate WHR constitutes unjust enrichment and has damaged WHR.

WHEREFORE, WHR demands judgment against Edison Holdings for compensatory damages, attorneys' fees, prejudgment interest, costs of suit, and such other and further relief as this Court shall deem just and proper.

TWELFTH COUNT

118. WHR repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 117 of the Verified Complaint.

119. By letter dated April 5, 2017, Welcome Hotel Group unilaterally terminated the Franchise Agreement, effective April 6, 2017, by ceasing to operate the Hotel as a Wyndham® guest lodging facility.

120. By letter dated April 7, 2017, WHR acknowledged Welcome Hotel Group's unilateral termination of the Franchise Agreement, effective April 6, 2017.

121. Section 18.A of the Franchise Agreement provides that, when the Franchise Agreement is terminated, WHR "without prior notice, may enter the Hotel, and . . . and paint over or remove, all or part of any interior or exterior Proprietary Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Hotel, that [Welcome Hotel Group] has not removed or obliterated within ten (10) days after termination."

122. Welcome Hotel Group continues to market, promote, and rent rooms at the Hotel through the unauthorized use of the Wyndham® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers.

123. Welcome Hotel Group's unauthorized use of the Wyndham® Marks has inflicted and continues to inflict irreparable harm on WHR.

WHEREFORE, WHR demands judgment declaring that WHR, or its authorized agent, has the right, without prior notice to defendants, to enter the property at the Hotel and remove any and all exterior signage, exterior items, and other exterior materials displaying the Wyndham® Marks.

LeClairRyan
Attorneys for Plaintiff,
Wyndham Hotels and Resorts, LLC

By: ______________________
Bryan P. Couch

Dated: 6/6/17

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

LeClairRyan
Attorneys for Plaintiff,
Wyndham Hotels and Resorts, LLC

By: ______________________
Bryan P. Couch

Dated: 6/6/17

VERIFICATION

STATE OF NEW JERSEY)
) ss:
COUNTY OF MORRIS)

Suzanne Fenimore, of full age, being duly sworn according to law, upon her oath, deposes and says:

I am Senior Director of Contracts Compliance for Wyndham Hotels and Resorts, LLC, which is plaintiff in this action.

I have read the foregoing Verified Complaint and all the allegations contained therein. Except as to allegations alleged upon information and belief, which allegations I believe to be true, all the allegations in the Verified Complaint are true based on my personal knowledge, the records of WHR or information available through employees of WHR.

Suzanne Fenimore

SUZANNE FENIMORE

Sworn and subscribed to before
me this 6th day of June, 2017

Cindy J. O'Connor

NOTARY PUBLIC

CINDY J. O'CONNOR
Notary Public
State of New Jersey
My Commission Expires Feb. 13, 2020

EXHIBIT A

WYNDHAM HOTEL
FRANCHISE AGREEMENT

THIS AGREEMENT is dated March 31, 2014 by and between Wyndham Hotels and Resorts, LLC, a Delaware limited liability company ("Franchisor"), and WELCOME HOTEL GROUP, LLC, a New Jersey limited liability company ("Franchisee"). Certain terms used in this Agreement are defined in Attachment E.

Recitals.

1. Franchisor licenses the "Wyndham System" for the establishment and operation of upscale and luxury full-service and select service hotels under the trade name and service mark "Wyndham" and other designated Proprietary Marks.

2. Franchisee owns the hotel identified in Attachment A to this Agreement ("Hotel") and desires to obtain a license to use the Proprietary Marks and the System to develop or convert, complete, furnish, decorate, equip, staff and operate the Hotel as a Wyndham Hotel.

3. Franchisee understands and acknowledges the importance of establishing and operating the Hotel in conformity with the System in order to enhance public acceptance of, and demand for, all Wyndham Hotels.

4. Franchisor is relying upon information submitted by Franchisee about the Hotel, the business skill, financial capacity and character of Franchisee and its Principals, and upon the guaranty of Franchisee's obligations under this Agreement by its Controlling Principals, each of whom has executed a Guaranty in the form of Attachment C to this Agreement, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intend to be legally bound and agree as follows:

1. GRANT OF FRANCHISE

A. Grant. As of the Opening Date, Franchisor grants to Franchisee the nonexclusive right and license (the "Franchise"), and Franchisee undertakes the obligation, to maintain and operate the Hotel as a Wyndham Hotel in a manner compliant with this Agreement, only at the location specified in Attachment A ("Approved Location") and to use, solely for the operation of the Hotel at the Approved Location, the Proprietary Marks and System as modified by Franchisor during the Term. The Franchise is granted only for the number of guest rooms specified in Attachment A. Franchisor is relying on Franchisee's undertaking to operate the number of guest rooms so specified continuously during the Term to enter into this Agreement. Franchisee shall not change the number of guest rooms at the Hotel without the prior written consent of Franchisor.

B. Reserved Rights. Franchisee acknowledges that (i) the Franchise relates solely to the Approved Location; and (ii) unless otherwise set forth herein, this Agreement does not entitle Franchisee to any protected territory, territorial rights or exclusive area. Franchisee further acknowledges that the Wyndham Companies have and retain the right to own, develop and operate, and to license others to develop and operate, hotels and lodging facilities (including, without limitation, upscale, luxury, select service, resort and garden hotels and extended stay facilities), timeshare or vacation ownership resort properties, restaurants or other business operations of any type whatsoever, under the Wyndham name and mark or under other trade names, trademarks and service marks, at any location except the Approved Location, including locations adjacent, adjoining or proximate to the Approved Location, and that these business operations may compete directly with and adversely affect the operation of the Hotel. Franchisee agrees that the Wyndham Companies may exercise these rights from time to time without notice to Franchisee, and Franchisee covenants that it shall take no action, including any action in a court of law or equity, which may interfere with the exercise of such rights by any of the Wyndham Companies.

C. Obligations Commencing on Opening Date. Franchisee shall not open the Hotel for business as a Wyndham Hotel until the Opening Date, and except as expressly provided in Section 4 of the Conversion or Section

6 of the New Construction Addendum, Franchisee has no rights to operate the Hotel under the Franchise or to use the System or the Proprietary Marks until the Opening Date. If Franchisee fails to comply with its construction, renovation, decorating, furnishing and other pre-opening obligations specified in the Conversion or New Construction Addendum (as applicable), then Franchisor is not obligated to authorize the opening and operation of the Hotel as a Wyndham Hotel, and this Agreement may be terminated under and subject to Section 17B.

D. Integration Services. We will provide the following "Integration Services" to assist you in opening the Hotel. We will provide training through various on-line courses on subjects such as Quality Assurance, Wyndham Resources, housekeeping, preventative maintenance, customer service, and the RFP process. A member of our field team will also visit the Hotel to provide on-site training in various operational issues including, but not limited to, the System Standards, using the Chain's intranet site, and revenue management principles. We will arrange to have digital photographs taken of the Hotel in accordance with System Standards which will be suitable for posting on our Chain Website and third party travel websites and will be owned by us.

2. TERM

Except as otherwise provided in this Agreement, the term of this Agreement (the "Term") shall begin on the Effective Date and shall expire on the date set forth in Attachment A. NEITHER PARTY HAS ANY RENEWAL RIGHTS OR OPTIONS. However, if applicable law requires us to offer renewal rights, and you desire to renew this Agreement, then you will apply for a renewal license at least six months, but not more than nine months, prior to the expiration date, and subject to such applicable law, you will have to meet our then-current requirements for applicants seeking a license, which may include you (i) executing our then-current form of license and other agreements, which license and other agreements may contain materially different terms and provisions (such as operating standards and fees) from those contained in this Agreement, (ii) executing a general release of us and our affiliates, in form and substance satisfactory to us, (iii) completing a property improvement plan, and (iv) paying a standard renewal fee; if then applicable.

3. FEES

A. Initial Franchise Fee; Expansion Fee.

1. Franchisee shall pay to Franchisor the initial franchise fee, less the amount of the application fee paid by Franchisee (all as set forth in Attachment A), which shall be credited against the initial franchise fee. The initial franchise fee is in consideration for the administrative and other expenses incurred by Franchisor and is due and payable when Franchisee signs and delivers this Agreement. The initial franchise fee is non refundable.

2. Franchisee shall not expand the number of guest rooms at the Hotel without Franchisor's prior written consent and payment of an expansion fee in an amount equal to Franchisor's then-current initial franchise fee per guest room for each additional guest room proposed to be added. Franchisee shall pay the expansion fee to Franchisor with its application for approval of the proposed expansion, which approval will be at the sole discretion of Franchisor. If Franchisor approves Franchisee's application for expansion, the expansion fee shall be non-refundable. If Franchisor disapproves Franchisee's application for expansion, Franchisor will refund the expansion fee, less Franchisor's application processing charge and out of pocket expenses incurred to evaluate the application.

B. Royalty. As a condition to Franchisee's continuing use of the Proprietary Marks and the System, Franchisee shall pay to Franchisor a continuing monthly royalty fee (the "Royalty") accruing from and after the Opening Date and continuing during the Term in an amount equal to five percent (5%) of the Gross Room Revenues of the Hotel.

C. Marketing and Global Sales Fees. Franchisee shall pay to Franchisor on a monthly basis an amount equal to three percent (3%) of the Gross Room Revenues of the Hotel (the "Marketing and Global Sales Fee") accruing from and after the Opening Date as a contribution to the Central Marketing Fund (defined in Section 9B), which shall be maintained and administered by Franchisor as provided in Section 9B hereof. Each Wyndham

Hotel owned or managed by Franchisor or its Affiliates shall make contributions to the Central Marketing Fund at generally the same rate required of franchisees. Franchisor may increase the Marketing and Global Sales Fee periodically to an amount consistent with the Central Marketing Fund allocation for all Wyndham Hotels, including hotels owned or managed by Franchisor or its Affiliates.

D. Reservation System Fees. Franchisee shall pay to Franchisor or its designee, accruing from and after the Opening Date, reservation system fees in an amount equal to the allocated reservation center cost per reservation charged to all Wyndham Hotels participating in the reservation system that are owned, franchised, licensed or operated by Franchisor. The current reservations system fees are set forth in Attachment B. Franchisor reserves the right to modify or change the reservation system fees and the basis for computing reservation system fees, provided the fees are computed on substantially the same basis for all Wyndham Hotels in the same tier as the Hotel.

E. Other Fees and Charges. Franchisee shall pay other fees and charges for "Mandated Central Services," for any "Optional Central Services" offered by Franchisor that Franchisee elects to receive and for other mandatory purposes. The current Mandated Central Services, Optional Central Services and all fees and charges are set forth in Attachment B. Franchisee acknowledges that the Mandated Central Services are an integral part of the System and are essential in order to maintain consistent quality and guest experience at Wyndham Hotels. Accordingly, Franchisor shall have the right from time to time as it deems advisable, upon 30 days' notice to Franchisee, to: (a) modify the services provided in respect of any Mandated Central Services as well as the Optional Central Services and (b) add new or discontinue existing Mandated Central Services or Optional Central Services. Franchisor shall have the right to change the fees and charges in Attachment B upon thirty (30) days' notice to Franchisee provided that they are computed on substantially the same basis for all Wyndham Hotels in the same tier as the Hotel.

F. Due Dates & Interest on Overdue Payments. All payments required in Sections 3B and 3C shall be paid to Franchisor by the third (3rd) day of each month with respect to the Gross Room Revenues accrued for the preceding month, and shall be submitted to Franchisor together with any reports required under Section 13 of this Agreement. All fees set forth in Attachment B shall be paid by the dates specified therein. All other invoices forwarded by Franchisor or its Affiliates to Franchisee, shall be paid as provided in the invoice or, if the invoice does not specify a date for payment, within thirty (30) days after Franchisor issues the invoice. Any payment or report not actually received by Franchisor on or before the date due shall be deemed overdue. If any payment is overdue, Franchisee shall pay to Franchisor, in addition to the overdue amount and as a late charge, interest on such amount from the date it was due until paid, at one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. The late charge imposition shall be in addition to any other remedies Franchisor may have. If Franchisor is ever deemed to have contracted for, charged, or received interest in an amount that exceeds the amount permitted under applicable law, then the excess amount shall be deemed to be, and shall be treated as, a payment of outstanding fees or other amounts due under this Agreement and, if no such amounts remain outstanding, any remaining excess shall be paid to Franchisee, as applicable. Franchisee will report and pay to Franchisor all fees and charges on-line via Franchisor's self-service Electronic Invoice Presentment and Payment tool ("WynPay") accessible through the System intranet. In the WynPay on-line environment, payments can be made either through the electronic check payment channel or the credit card payment channel. Franchisor reserve the right to change, from time to time, the technologies or other means for reporting and paying fees to Franchisor by amending the Manual.

G. Integration Services Fee. You will pay a non-refundable "Integration Services Fee" of $7,900.00 on or before the Opening Date.

4. THE WYNDHAM ASSOCIATION

During the Term, Franchisor may, but is not obligated to, establish, or authorize the establishment of, an association ("Association") sanctioned by Franchisor to serve as an advisory council to Franchisor with respect to advertising, marketing, reservations or other appropriate matters relating to Wyndham Hotels. If an Association is established, then all franchisees of the System, including Franchisee, and Franchisor shall be members of the Association.

5. MANAGEMENT, STAFFING AND TRAINING

A. Hotel Management. Franchisee will at all times retain and exercise management control over the Hotel. Any lease, management agreement or other arrangement for operating the Hotel or any part thereof (including, without limitation, food and beverage service facilities) shall be subject to Franchisor's prior written consent, which may be withheld in its sole discretion. Franchisor may by written notice to Franchisee require the retention of a competent hotel management company if Franchisee is not experienced in the operation of upscale hotels.

1. Franchisee shall apply to Franchisor for consent if Franchisee wishes to engage a management company to manage the Hotel. To be approved by Franchisor, a proposed management company must demonstrate to Franchisor, in its reasonable judgment, the capability to manage the Hotel under this Agreement and the System. Franchisor may refuse to approve any proposed management company which, in Franchisor's reasonable judgment, (i) is not financially capable or responsible, (ii) is inexperienced or unqualified in managerial skills or operational capacity or capability, or is otherwise unable to adhere fully to the obligations and requirements of this agreement, (iii) does not provide Franchisor with all information that Franchisor may reasonably request to evaluate the proposed management company, or (iv) because Confidential Information and competitively sensitive information is imparted to System franchisees and managers, the management company is a franchisor or owner, or is affiliated with a franchisor or owner, of a hotel trade name which is competitive with Franchisor or its Affiliates, regardless of the number of hotels operating under such trade name. Franchisor reserves the right, at its option and upon reasonable notice, to revoke its approval of any management company that fails to remain qualified to manage the Hotel in Franchisor's reasonable judgment.

2. The management agreement between Franchisee and the management company for the Hotel shall be subject and subordinate to this Agreement and in the event of any conflict between the management agreement and this Agreement, the controlling contract shall be this Agreement.

3. The management company shall execute a separate rider to this Agreement (in substantially the form of Attachment D hereto), agreeing to comply with this Agreement in the management and operation of the Hotel and by Franchisee's covenants of confidentiality. Franchisor may require the management company to cause its key employees that Franchisor may identify to execute similar covenants of confidentiality, in a form reasonably acceptable to Franchisor.

4. If Franchisee or any transferee permitted under Section 15 below (in either case, "Owner") terminates an approved management agreement for the operation of the Hotel, and Franchisor requires the Hotel to be operated by a competent hotel management company, then Franchisee shall, within ninety (90) days after following the date of such termination, enter into a replacement management agreement with a replacement manager approved by Franchisor, as described below. During such ninety (90) day period, Owner shall, with Franchisor's consent, immediately employ an "interim manager" to manage the Hotel under this Agreement pending the execution of a new management agreement with a replacement manager. Franchisor must approve the interim manager and the interim management agreement, which approval will not be unreasonably withheld, provided that such interim manager is experienced in the operation of upscale hotels, and the interim management agreement expires no later than ninety (90) after it commences. Owner shall diligently seek to obtain a replacement manager for the Hotel while the Hotel is operated by any such interim manager. Any replacement manager and replacement management agreement shall be submitted to Franchisor for its written approval, which approval shall not be unreasonably withheld, but which may be conditioned on meeting the requirements in Section 5A above.

B. Staffing; Training. Franchisee or its approved management company shall employ qualified personnel sufficient to staff all positions at the Hotel, as prescribed in the Manual and in accord with competent management practices recognized in the hotel industry for upscale hotels.

1. **General Manager Orientation Training.** We will offer at our corporate offices or at another location we designate an orientation training program. The program will not exceed two weeks in duration and will cover such topics as operating a System Hotel, marketing and sales, financial management, guest services and people management. We may administer certain diagnostic tests via the Internet to measure the skill set of your general manager and, based in part of his/her score, offer certain Internet-based training as a supplement to the classroom

training experience. Your initial general manager (or other representative who exercises day to day operational authority) for the Hotel must complete this program to our satisfaction no later than 90 days after the Opening Date. Any replacement general manager must complete orientation to our satisfaction within 90 days after he/she assumes the position. If we do not offer a place in orientation within the above time frame, your replacement general manager must attend the next program held at which we offer a place. Your general manager for the Hotel must complete orientation even if you employ managers at other Chain Facilities who have already received this training. We charge you tuition for orientation which is payable as part of the Integration Services Fee set forth in Section 3G. If he/she does not attend orientation within 90 days after the Opening Date, and for any replacement general manager, you must pay a separate tuition at the rate then in effect for the program when your manager attends the program. We may charge you full or discounted tuition for "refresher" orientation for your general manager or for additional staff members who attend orientation with your general manager. We will charge the then in effect discounted tuition for any additional staff members who attend orientation with your general manager. We may charge you "No-Show Fees" or "Cancellation Fees" if you, your general manager or any other member of your staff (i) fails to register for and/or attend orientation by the required deadline, (ii) registers, but is a "no show", for orientation, or (iii) fails to notify us at least seven (7) days in advance that he/she will be unable to attend a scheduled program. This is in addition to the tuition you must pay us for your general manager at the then current rate when he/she attends orientation. See Section 5.B.5. You must also pay for your, your general manager and/or additional staff member's travel, lodging, meals, incidental expenses, compensation and benefits.

2. **Owner Training.** If this is your first System franchise, or you have not attended orientation within the last two (2) years, in addition to your general manager, you (or a person with executive authority if you are an entity) must attend orientation by the Opening Date. If we do not offer a place in orientation within this time period, you must attend the next program held at which we offer a place. Financial institutions and real estate mortgage investment conduits are exempt from the obligation to attend owner orientation, but may choose to do so at their option. If you attend the same orientation at the same time as your general manager, we will charge you tuition of $825 which is payable by the scheduled date for the program. You must also pay for your travel, lodging, meal and incidental expenses. If you are unable to attend an orientation program that you have scheduled with us, you must notify us at least seven (7) days before the start date and schedule attendance at another class to be held within the required time period. We may charge you No-Show or Cancellation Fees if you (i) fail to register for and/or attend orientation by the Opening Date, (ii) register, but are a "no show", for any scheduled orientation program, or (iii) fail to give us at least seven (7) days' notice of cancellation. In addition to No-Show and Cancellation Fees, if you do not attend orientation within 90 days after the Opening Date, you will still be required to attend orientation and pay tuition at the then in effect rate. See Section 5.B.5.

3. **Remedial Training.** We may require you, your general manager and/or your staff to participate in remedial training if the Hotel receives a D or F (or equivalent score) on a quality assurance inspection, a D or F+GX score on quality assurance electronic guest survey (or equivalent evaluation system), or experiences significant complaints to our customer care department or posted on third-party travel websites, distribution channels, blogs, social networks and other forums, as determined by us in our sole discretion. This training may be offered at our corporate offices, at a regional location, on-line or at the Hotel. The training may be in the form of one or more classes held at different times and locations as we may require. You must pay the tuition in effect for this program when it is offered to you. If the training is provided at the Hotel, you must provide lodging for our trainers. In addition, if at the time of your initial post-opening quality assurance inspection, you receive (i) a failure rating on guest room cleanliness and (ii) an average quality assurance score of F on cleanliness of guestroom category or cleanliness of bathroom category (based on a minimum of 10 electronic quality assurance guest surveys), then we may require you to take a one day, on-site remedial class on housekeeping within 60 days after the inspection. The tuition for an on-line class is currently $250, but is subject to increase in the future. The fee for an on-site customer experience assessment or training class is currently $1,300, but is subject to increase in the future.

4. **Supplemental Training.** You must subscribe to our e-learning modules and other educational resources, accessible by you and your staff via the Internet, and pay us the annual fee for this service. All general managers must complete recertification training at such intervals as we may establish in the System Standards Manual. You must pay us the tuition then in effect for the program. We may offer other mandatory or optional training programs for reasonable tuition or without charge. The above training could be offered in our corporate offices or other locations or held in conjunction with a Chain lodging conference. You will pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits and any tuition charge we establish for this

training. We may offer, rent or sell to you video tapes, computer discs or other on-site training aids and materials, or require you to buy them at reasonable prices. We may also offer Internet-based training via the Chain's intranet website.

5. **No Show and Cancellation Fees.** If you or your general manager, or any other member of your staff you designate, registers for a training program but fails to attend such program within the required time period, or fails to attend a training program as scheduled without notifying us in advance, we may charge you a No-Show Fee of 50% of the tuition for the program. If you, your general manager or any other member of your staff does not register for and attend any required training within the time period set forth in this Section 4.1 or in the System Standards Manual, we may charge you a fee of 100% of the tuition for the program. If you or any other member of your staff cancels participation in any training program less than seven (7) days before it is scheduled to be held, we may charge you a Cancellation Fee of 25% of the tuition for the program. No-Show and Cancellation Fees are in addition to the tuition you will have to pay at the then offered rate when you or your general manager attends the program. We may assess you additional No-Show or Cancellation Fees for continued failures by you under Section 5.B.

6. Franchisee shall cause all employees, while working at the Hotel, to wear uniforms as specified in the Manual, to present a neat and clean appearance, and to render competent and courteous service to guests of the Hotel.

7. Under no circumstances shall Franchisor or any affiliate be considered the employer or a joint employer of any employee of Franchisee or the Hotel. Franchisor shall not "borrow" or control Franchisee's employees during any aspect of training, even on the job training provided at any hotel operated by Franchisor or an affiliate. Franchisee shall control its own employees and provide worker's compensation coverage and benefits as required by law. Franchisee shall be solely responsible for compliance with any collective bargaining agreement for its employees.

6. HOTEL OPERATIONS

A. Adherence to System Standards. Franchisee understands and acknowledges that compliance with each and every standard, specification, policy and procedure of the System is essential to maintain the consistency of high quality and guest service of Wyndham Hotels and to enhance public acceptance of, and demand for, Wyndham Hotels. Franchisee shall operate and maintain the Hotel in strict conformity with the standards, specifications, policies and procedures set forth in the Manual or otherwise in writing (the "System Standards"). Franchisor shall use commercially reasonable efforts to apply System Standards and policies consistently to all franchised Wyndham Hotels in the same tier as the Hotel. Franchisor may allow deviations from such System Standards in its sole discretion, if local conditions or other circumstances warrant a deviation. Failure to comply with System Standards after notice and opportunity to cure shall be deemed a material default.

B. Restricted Use of Hotel Premises. Franchisee shall use the Hotel premises solely for the operation of a Wyndham Hotel and shall refrain from using, or allowing others to use, the premises for any other purpose or activity at any time, without obtaining the prior written consent of Franchisor, which may be withheld in Franchisor's sole discretion. Franchisee shall not provide, or allow others to provide, any guest service or offer any product at the Hotel except as prescribed in the Manual or otherwise in writing. Franchisee shall not permit any part of the Hotel premises to be used for gaming purposes without the prior written consent of Franchisor. Franchisee shall not permit any activity at the Hotel which would negatively impact the good will of Franchisor or the System, either expressly or by failure to take prompt corrective action after Franchisee knows about or should know about such activity.

C. Promotion of Other Businesses. Without the prior written consent of Franchisor, which may be withheld in Franchisor's sole discretion, Franchisee and Franchisee's manager shall ensure that no part of the Hotel or the System is used to further or promote a different or competing business, including without limitation, advertising or promotion for hotels other than those franchised by Franchisor or its Affiliates and marketing, advertising or promoting any timeshare or vacation ownership resort not affiliated with Franchisor and its Affiliates. In addition, except as expressly permitted in the Manual or otherwise consented to by Franchisor in writing, no part of the Hotel shall be used to further or promote any other business at the Hotel. Franchisee shall use every reasonable means to encourage the use of Wyndham Hotels everywhere by the traveling public; provided, however, that nothing herein shall prohibit, and Franchisee agrees to participate in, any program specified by Franchisor for referring prospective customers to other hotels when the customers cannot be accommodated by Franchisee's Hotel or any other Wyndham Hotel. Without limiting the foregoing, Franchisee shall not develop or operate a timeshare or vacation ownership resort which is integrated or shares amenities with the Hotel without Franchisor's prior written consent. Except as expressly provided herein, nothing herein shall prohibit Franchisee or an Affiliate of Franchisee from developing, operating or promoting other hotels or lodging facilities so long as Franchisee complies with this Agreement.

D. Food and Beverage Standards. Franchisee shall provide food and beverage service in the Hotel in conformity with the standards and specifications prescribed in the Manual and sound foodservice management practices to insure the highest level of safety, quality and service. Franchisee agrees:

1. To use and operate the restaurants and lounges solely for the benefit of the Hotel, to keep any restaurant and lounge open and in normal operation for such minimum hours and days as Franchisor may prescribe; and to refrain from using or allowing others to use the restaurant and lounge premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor;

2. To maintain in sufficient supply, and use at all times, food and beverage products and ingredients, supplies, paper goods, dinnerware and furnishings that conform to Franchisor's standards and specifications, and to refrain from deviating without Franchisor's prior written consent;

3. To sell or offer for sale only those menu items and beverages that comply with Franchisor's standards and specifications and all applicable legal requirements (including, without limitation, all licensing and other requirements for the sale of alcoholic beverages); to sell or offer for sale all required menu and beverage items as prescribed in the Manual or otherwise in writing by Franchisor; to prepare and serve all menu items and beverages offered under and subject to Franchisor's standards and specifications and all applicable legal requirements; and to discontinue selling and offering for sale any items which Franchisor may, in its discretion, disapprove in writing at any time, or as emergent circumstances and sound foodservice practice may dictate; and

4. To use only menus, signs, promotional displays and other materials that comply with the style, pattern and design prescribed in the Manual or otherwise approved in writing by Franchisor.

E. Guest Services & Programs. Franchisee shall honor at the Hotel all credit cards specified in the Manual. Franchisee will follow standard industry practices for safeguarding cardholder information, applicable laws and regulations, and such other requirements as Franchisor may include in the Manual or as Franchisor may otherwise communicate from time to time for such purpose. Franchisee also agrees to participate in and shall provide all information requested by Franchisor for the purpose of all customer surveys and guest satisfaction audits conducted by Franchisor. Franchisee shall offer and faithfully execute all guest services and all programs that Franchisor may determine to be in the best interest of or may reasonably establish for the System, including, without limitation, guest-accessible high speed Internet service, guest recognition programs such as Wyndham Rewards, in room, pay per view movies (subject to Franchisor's right to direct the type of adult movies which are offered and the time and manner in which such movies are offered) travel agent programs, marketing incentive programs, complaint resolution programs and programs for the provision of complimentary rooms or refunds to guests, including complimentary services that Franchisor may prescribe for Wyndham Hotels, programs and services for senior citizens, children and frequent guests.

F. Quality Assurance Program; Inspections. Franchisor shall administer a quality assurance program to ensure compliance with System standards and this Agreement which may include conducting periodic inspections of the Hotel, mystery shopping and guest satisfaction audits and surveys. Franchisee grants to Franchisor and its representatives the right to enter upon the premises of the Hotel at all reasonable times, with or without prior notice, for the purpose of conducting inspections. Franchisee shall pay a fee for each inspection, if any, assessed; provide lodging, if available, without charge to Franchisor's representatives during such time as may reasonably be necessary to complete the inspections; cooperate fully with Franchisor's representatives during the inspections; and take all steps reasonably necessary to correct any deficiencies detected within the time specified by Franchisor.

Franchisee's failure to correct such deficiencies in a timely manner shall be deemed a material breach of this Agreement.

7. FURNISHING AND MAINTAINING THE HOTEL

A. Hotel Facilities, Equipment and Furnishings.

1. Before the Opening Date, Franchisee shall develop, construct, convert, renovate, equip and furnish the Hotel under this Agreement (including, as applicable, the New Construction Addendum or the Conversion Addendum attached to this Agreement) and the Manuals.

2. Franchisee shall, at its expense, purchase or lease and install at the Hotel all facilities, appurtenances, furnishings, fixtures, equipment, furniture, vending machines, electronic and video games, computer hardware and software, networks. and related equipment (including, without limitation, the property management and reservation systems specified by Franchisor), telephone and other communications systems, entertainment systems, facsimile machines and copiers, signs and other items (collectively, "FF&E") specified by Franchisor for the System in the Manual or otherwise in writing. Franchisee shall refrain from installing or permitting to be installed at the Hotel, without Franchisor's prior written consent, any FF&E or any other items not previously approved by Franchisor.

3. The size, form, color scheme, content and location of all signs, advertisements and graphic materials displayed in any public area or guest rooms at the Hotel shall be as prescribed in the Manual or otherwise approved in writing by Franchisor.

B. Sourcing. All food products, supplies, and FF&E (excluding computer hardware, software, and related equipment for the property management and reservation systems) used at or in the Hotel may be purchased from any source, provided such products meet the specifications provided for in the Manual. Computer hardware, software and related equipment for the property management and reservations systems shall be purchased only from sources designated or approved by Franchisor. Notwithstanding the above, Franchisee acknowledges that Franchisor may specify a particular model or brand of FF&E or other items for Wyndham Hotels that may be available from only one manufacturer or supplier. Franchisor may at any time, in its discretion, specify that certain food and beverage products, FF&E, and supplies be purchased only from designated or approved sources which have demonstrated, to the reasonable satisfaction of Franchisor or an Affiliate, the ability to meet Franchisor's standards and specifications for those items. Franchisee shall submit to Franchisor a written request for approval of a supplier not been previously approved by Franchisor, or shall request the source itself to do so, prior to purchasing or leasing any item if Franchisor has designated or approved suppliers for the item. Franchisor may require, as a condition of its approval, at Franchisor's option and at no cost to Franchisor (i) that the source present satisfactory evidence of liability insurance protecting Franchisor and its franchisees against any and all claims arising from the use of such item by System franchisees, and (ii) that samples of the item be delivered by the source to Franchisor or its designee for inspection and retention. A charge not to exceed the cost of such inspection shall be paid to Franchisor by Franchisee or by the source seeking approval, and Franchisor shall not be liable for use, damage to or destruction of any sample. Franchisor reserves the right, at its option, to revoke its approval as to future purchases if a source or its item fails to Franchisor's standards.

C. Hotel Maintenance. Franchisee shall maintain the Hotel and all related facilities and appurtenances used by or visible to guests and patrons in first-class condition. Franchisee shall effect, at its expense, all additions, alterations, repairs and replacements of the building, its components and systems, and its FF&E as Franchisor may reasonably direct to maintain the Hotel to this standard. Franchisee shall not alter the Hotel materially without obtaining the prior written consent of Franchisor.

D. Remodeling & Renovation. Franchisor shall have the right to require that Franchisee upgrade, improve, reequip, remodel, renovate, redecorate and modify the Hotel at Franchisee's expense to conform to the building décor, amenities, trade dress and FF&E required under Franchisor's then-current System standards, which shall be applied consistently to all Wyndham Hotels of similar age and within the same tier as the Hotel, as Franchisor may deem reasonably necessary in its discretion for the Hotel and the System to remain competitive in the upscale hotel marketplace. Franchisee shall complete the work required by Franchisor pursuant to this Section 7D within the time reasonably specified by Franchisor. Franchisee acknowledges that its failure to complete the work in a timely manner shall, except for delays caused by the occurrence of events constituting Force Majeure, constitute a material default for which this Agreement may be terminated as provided in Section 17C.

E. Purchasing Services. Franchisor or an Affiliate may, at Franchisor's option, provide purchasing services to Franchisee for acquisition from third parties of some or all of the FF&E, food products, supplies and other items required in the operation of the Hotel and may offer such purchasing services to Franchisee for a reasonable fee.

8. RESERVATION AND PROPERTY MANAGEMENT SYSTEMS

A. Participation in Central Reservation System. Unless Franchisor has issued a notice of default or termination to Franchisee under this Agreement for a material default that remains uncured after the expiration of the applicable cure period, if any, specified in this Agreement, Franchisor shall make available to the Hotel access to the central reservation system provided by Franchisor for all Wyndham Hotels (sometimes referred to as the "CRS"), which system may be modified, changed or replaced from time to time by Franchisor. Franchisee acknowledges that offering the public a single, efficient reservation service is essential to the goodwill, reputation and success of the System. During the Term, Franchisee shall participate in the reservation system on an exclusive basis and shall not participate in any other electronic central reservation system except through Franchisor's central reservation system, shall enter into all agreements required by Franchisor as a condition of participation, and shall observe all rules, terms and conditions of participation determined by Franchisor. Franchisee shall honor and give first priority on available rooms to all confirmed reservations referred to the Hotel through the central reservation system. Franchisee shall book and communicate outgoing reservations referred by and from the Hotel to other hotels only by means of the central reservation system. Franchisee shall be solely responsible for notifying the reservation center of any changes in Franchisee's room rates. Franchisee shall not charge any guest a rate higher than the rate specified to the guest by the reservation center at the time the guest's reservation was made. Such rate shall be the rate most recently provided to the reservation center by Franchisee prior to the time the reservation was made, according to the records of such center. All information Franchisee collects or captures through its property management system shall be jointly owned by Franchisee and Franchisor.

B. Network Installation and Maintenance. Franchisee, at its expense, shall install and maintain at the Hotel all computer hardware, software and related equipment necessary for participation in the central reservation and property management systems required by Franchisor, including any future enhancements, additions, substitutions or other modifications specified by Franchisor. Franchisee shall cause such systems to be configured to Franchisor's specifications and shall pay all applicable installation, configuration, support and maintenance fees as and when due. Franchisee shall also be responsible for telephone line and data circuit charges for connecting Franchisee's network to the wide area network designated by Franchisor, for the cost of supplies used in the operation of the equipment and for all other related expenses.

C. Software Licenses. Franchisee shall enter into all software license agreements with Franchisor or its designee necessary to obtain and maintain the software and related documentation for the property management and the central reservation system (if any), as required by Franchisor under this Agreement (the "Software"). The Software shall at all times remain the sole property of Franchisor or such designee. Franchisee shall treat the Software, its related documentation and all upgrades, enhancements and modifications thereto as confidential. Franchisee shall not at any time, without Franchisor's prior written consent, copy, duplicate, modify, reverse engineer, or otherwise duplicate the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

D. Suspension from Reservation System. If Franchisee fails to pay any fees when due, fails to maintain System Standards, or is otherwise in default under this Agreement or any other agreement with Franchisor, Franchisor may, after giving notice of non-performance, non-payment or notice of any other default, suspend the Hotel from the reservation system, discontinue reservation system and other referrals to the Hotel for the duration of such suspension, and may divert previously made reservations to other System Hotels. Franchisor may also omit the Hotel from the Wyndham Hotel Directory. All Reservation System Fees and other fees related to the use of the reservation system, Royalties, Marketing and Global Sales Fees, and Service Fees shall continue to accrue during the suspension period. Service to the reservation system will be restored after Franchisee has fully cured any and all defaults and failures to pay and perform. Franchisor may charge Franchisee, and Franchisee must pay as a condition precedent to restoration of reservation service, a Reconnection Fee as specified on Attachment B to reimburse Franchisor for its costs associated with service suspension and restoration. Franchisee waives all claims against Franchisor arising from the Hotel's suspension from the reservation system pursuant to this Section 8D. Franchisor's right to suspend the Hotel from the reservation system under this Section 8D shall be in addition to any other rights and remedies available to Franchisor under the circumstances.

9. ADVERTISING AND MARKETING

A. Advertising Approvals. All advertising by Franchisee in any medium shall be conducted in a dignified manner and shall conform to such standards and requirements as Franchisor may specify in the Manual. Franchisee shall submit to Franchisor (by mail, return receipt requested), for its prior approval, samples of all advertising, promotional plans and materials and public relations programs that Franchisee wishes to use which deviate from the standards and requirements set forth in the Manual and which have not been either provided or previously approved by Franchisor. Any advertising, marketing, or sales concepts programs or materials proposed or developed by Franchisee for the Hotel and approved by Franchisor may be copied and used by other Wyndham Hotels without compensation to Franchisee. Franchisor reserves the right to disapprove upon written notice to Franchisee any advertising materials previously provided to Franchisee by Franchisor or previously approved by Franchisor.

B. Central Marketing Fund. Recognizing the value of marketing and advertising to all Wyndham Hotels, Franchisee agrees that Franchisor or its designee shall administer a central marketing fund ("Central Marketing Fund") as follows:

1. To the extent provided generally by the Franchisor for the benefit of the Hotel and other Wyndham Hotels, Franchisor will provide for the Hotel during the Term marketing services consisting of chain-wide and/or tier level marketing programs, marketing collateral, research services, advertising, and public relations efforts.

2. On or before the fifteenth (15th) day of each calendar month during the Term, beginning with the month following the Opening Date, Franchisee shall contribute to the Central Marketing Fund the Marketing and Global Sales Fee, as defined in Section 3C. The Marketing and Global Sales Fee will be collected and applied to pay only the actual costs incurred and allocated by Franchisor in the provision of the marketing services as further described below. The Marketing and Global Sales Fee shall not be used to pay, and Franchisee shall pay separately, the costs of any central reservation and any other Central Services (as provided in Sections 3D and Attachment B), as well as the costs (which may include, without limitation, direct operating costs paid to marketing partners) of any third party marketing partner programs in which the Hotel participates that are direct-billed to participating Wyndham Hotels. Franchisee agrees that the Central Marketing Fund and Marketing and Global Sales Fees contributed for the Fund may pay any and all direct and indirect costs (including compensation and employee benefits and other overhead costs) of (i) maintaining, administering, directing, preparing, and producing advertising and other marketing and promotional services including, without limitation, the cost of preparing and producing television, radio, magazine and newspaper advertising campaigns; website development and maintenance; direct mail and outdoor billboard advertising; public relations activities; employing advertising agencies; and other internally prepared or directed marketing activities; and (ii) maintaining and administering our National Sales Office, which solicits reservations at Wyndham Hotels in the same tier as the Hotel, for national and regional conventions, trade shows, groups, corporations and similar industry segments.

3. Franchisor will expend the Marketing and Global Sales Fees contributed at the time and in the manner as it reasonably deems appropriate to provide the marketing and National Sales Office services. Franchisee acknowledges that the Central Marketing Fund is intended to maximize general public recognition, acceptance and use of Wyndham Hotels and that Franchisor and its designees undertake no obligation in administering the Central Marketing Fund to make expenditures which are equivalent or proportionate to Franchisee's Marketing and Global Sales Fees, or to ensure that any particular franchisee benefits directly or pro rata

from expenditures by the Central Marketing Fund. Marketing and Global Sales Fees may be held or maintained in one or more accounts, any of which also may include funds other than Marketing and Global Sales Fees.

4. Franchisee shall participate in any and all national account programs designated as mandatory by the National Sales Office, provided that Franchisee shall (i) set its own reference price against which discounted rate programs are measured, and (ii) determine whether or not to participate in programs set at specific rates or specifically authorize Franchisor to set rates for particular national accounts.

C. Initial Opening Campaign. For the initial opening of the Hotel for business as a Wyndham Hotel, Franchisee shall comply with the advertising and marketing campaign requirements as prescribed by Franchisor in the Manual or as otherwise agreed upon by Franchisee and Franchisor.

D. Wyndham Hotel Directory. Franchisor shall list the Hotel in the Wyndham Hotel Directory with such information as Franchisee may provide for that purpose. Franchisee covenants to (i) provide accurate information for the Directory, (ii) honor the offers and commitments that Franchisee causes to be published in the Directory, and (iii) comply with such other requirements with respect to the Directory as may be specified in the Manual. Franchisee acknowledges that Franchisor assumes no liability for, nor shall it be deemed liable to Franchisee or any other party by reason of, any failure by Franchisee or other Wyndham Hotel franchisees to honor any Directory offers and commitments published in the Directory.

E. Additional Marketing Programs. Franchisor may establish and coordinate advertising, marketing and sales programs, customer satisfaction programs and other activities among System hotels and other lodging brands of Franchisor and its Affiliates on a System-wide or local or regional basis and provide for participation therein by Franchisee. Franchisee shall participate in such programs and activities on the same basis as other participating System hotels (including hotels owned or managed by Franchisor or its Affiliates) in the same tier or region as the Hotel, and such programs and activities will be paid for outside the Central Marketing Fund.

F. Internet Website. Franchisee shall not establish or use any Website or other listing on the Internet that contains the Proprietary Marks except as provided herein.

1. Franchisor has established and maintains, or may establish and maintain an Internet Website that provides information about the Wyndham Hotel System and the accommodations and services that Wyndham Hotels provide. Franchisor will have sole discretion and control over the Website (including timing, design, contents and continuation). Franchisor may use the Central Marketing Fund to pay or reimburse the costs associated with the development, maintenance and update of the Website.

2. At Franchisee's request, Franchisor may (but is not required to) include at the Website an interior page containing information about Franchisee's Hotel. If Franchisor includes such information on the Website, Franchisor may require Franchisee to prepare all or a portion of the content for the page, at Franchisee's expense, using a template that Franchisor provides. All such information will be subject to Franchisor's approval prior to posting.

10. PROPRIETARY MARKS

A. License to Use. Franchisor grants Franchisee a non-exclusive license to use the Proprietary Marks during the Term under this Agreement and subject to the System and related standards and specifications in the Manual.

B. Franchisee's Acknowledgments. Franchisee understands and acknowledges the following:

1. Due to the substantial and continuous use of the "Wyndham" name for hotel services in many areas of the United States beginning in 1982, Franchisor or its Affiliates have acquired substantial common law rights in and to the "Wyndham" service mark for use for hotel services. Franchisor or its Affiliates own several state registrations and a federal registration of the "Wyndham" mark.

2. Franchisor or its Affiliates are the owners of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them.

3. Franchisee's use of the Proprietary Marks pursuant to this Agreement shall not give the Franchisee any right, title, or interest in or to any of the Proprietary Marks or any of Franchisor's or its Affiliates' service marks, trademarks, trade names, trade dress, logos, patents, copyrights or proprietary materials, except the non-exclusive license to use the Proprietary Marks under and subject to the terms and conditions of this Agreement for the operation of the Hotel at the Approved Location. Franchisee shall not have any right to, and Franchisee shall not, under any circumstances, use or display the Proprietary Marks except as approved by Franchisor.

4. Any and all goodwill arising from Franchisee's use of the Proprietary Marks shall inure solely and exclusively to the benefit of Franchisor or its Affiliates and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Proprietary Marks.

5. Franchisee shall not contest the validity of Franchisor's or its Affiliates' interest in the Proprietary Marks or assist others to contest the validity of such interest. Franchisee shall take no action that would prejudice or interfere with the validity of Franchisor's or its Affiliates' rights with respect to the Proprietary Marks.

6. Franchisee acknowledges that any unauthorized use of the Proprietary Marks by Franchisee, and any other person or persons under its control, shall constitute an infringement of Franchisor's or its Affiliates' rights in the Proprietary Marks and a material event of default hereunder. Franchisee agrees that it shall provide to Franchisor (at no cost to Franchisee unless such action is necessitated by the wrongful acts of Franchisee or any person or persons under its control) all assignments, affidavits, documents, information and assistance Franchisor reasonably requests to fully vest in Franchisor or its Affiliates all right, title and interest in and to the Proprietary Marks, including all such items as are reasonably requested by Franchisor to register, maintain and enforce such rights in the Proprietary Marks.

7. Franchisor reserves the right to substitute different proprietary marks for use in identifying the System if the current Proprietary Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Proprietary Marks will be beneficial to the System. Further, in the event of a sale or any other transfer or assignment of Franchisor's rights under this Agreement, Franchisor also reserves the right to require any purchaser, assignee or transferee to cease using the Proprietary Marks and substitute different names, marks, logos, insignia, slogans, emblems, designs or other identifying commercial symbols for the continued operation of the business. In any such event, Franchisor may require Franchisee, at Franchisee's expense, to discontinue or modify Franchisee's use of any of the Proprietary Marks or to use one or more additional or substitute names, marks, logos, insignia, slogans, emblems, designs or other identifying commercial symbols. In that event, Franchisee shall, at its expense, discontinue or modify Franchisee's use of any of the Proprietary Marks and use such additional or substitute names, marks, logos, insignia, slogans, emblems, designs or other identifying commercial symbols as Franchisor or the purchaser, transferee or assignee may require. Notwithstanding the foregoing provisions of this Section 10.B.7, however, if the proposed schedule for the discontinuation, substitution or modification of the Proprietary Marks referred to herein creates undue economic hardship for Franchisee, Franchisor and Franchisee (and, if applicable, any purchaser, transferee or assignee referred to herein) may by mutual agreement extend for a reasonable period the time for compliance with the requirements hereof.

8. Franchisee acknowledges that Franchisor is the lawful, rightful and sole owner of the Internet domain name "*www.wyndham.com*," *and* "*www.womenbusinesstravelers.com*" and any other Internet domain names registered by Franchisor, and unconditionally disclaims any ownership interest in those or any colorably similar Internet domain name. Franchisee agrees not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by Franchisor or its Affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words.

C. Use of Proprietary Marks. With respect to Franchisee's licensed use of the Proprietary Marks pursuant to this Agreement, Franchisee further agrees that:

1. Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Hotel only using the Proprietary Mark and tier set forth in Attachment A. Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name or for any other business activity or venture.

2. During the Term, Franchisee shall identify itself as the owner of the franchised business in conjunction with any use of the Proprietary Marks including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Hotel or any motor vehicle associated with the Hotel as Franchisor may designate in the Manual or otherwise in writing.

3. Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor or its Affiliates.

4. Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Proprietary Marks or to maintain their continued validity and enforceability.

5. Franchisee shall not use the Proprietary Marks or any abbreviation or other name associated with Franchisor or the System as part of any e-mail address, domain name, or other identification of Franchisee in any electronic medium. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to the content of such e-mail advertisements or solicitations as well as Franchisee's plan for transmitting such advertisements. In addition, Franchisee shall be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act of 2003").

D. Infringement. Franchisee shall notify Franchisor immediately of any apparent infringement of or challenge to Franchisee's use of any Proprietary Mark and of any claim by any person of any rights in any Proprietary Mark. Franchisee shall not communicate with any person other than Franchisor or any designated Affiliate of Franchisor, their counsel and Franchisee's counsel for any such apparent infringement, challenge or claim. Franchisor shall have complete and sole discretion to take such action as it deems appropriate for the foregoing, and the right to control exclusively, or to delegate control to any of its Affiliates, of any settlement, litigation, or Patent and Trademark Office or other proceedings arising out of any such alleged infringement, challenge or claim or otherwise relating to any Proprietary Mark. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or its Affiliates in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Proprietary Marks, all at no cost to Franchisee unless such action is necessitated by the wrongful acts of Franchisee or any person or persons under its control.

E. Retained Rights. The right to use the Proprietary Marks granted hereunder to Franchisee is nonexclusive, and Franchisor may use, and grant licenses to others to use the Proprietary Marks, and may establish, develop, and license other systems which use the Proprietary Marks and the System, without offering or providing Franchisee any rights in, to, or under such other systems. Franchisor or its Affiliates may also engage, directly or indirectly, through their employees, representatives, licensees, assigns, agents and others, in the production, distribution, license and sale of products and services, and may use in connection therewith the Proprietary Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by Franchisor.

11. MANUAL

A. The Manual. Franchisor has provided Franchisee access to a current copy of Franchisor's Manual (which may be in multiple volumes and may be provided electronically). The Manual contains, among other matters, minimum standards and requirements for constructing, equipping, furnishing, staffing and supplying the

Hotel and management, training and operational standards, procedures and techniques. The provisions of the Manual shall be consistently applied by Franchisor to all Wyndham Hotels in the same tier as the Hotel; provided that, if in the reasonable judgment of Franchisor local conditions or special circumstances (including the market area or the physical peculiarities of a hotel in the System) warrant a deviation from such provisions, then Franchisor may allow such deviation.

B. Compliance with Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the Proprietary Marks, Franchisee shall conduct its business under and subject to the Manual, other written directives which Franchisor may issue from time to time (whether or not such directives are included in the Manual), and any other manuals and materials created or approved for use in the operation of the Hotel. The Manual shall supplement this Agreement.

C. Confidentiality of Manual. Franchisee shall at all times treat the Manual and the information contained therein as confidential, and shall maintain such information as confidential. Franchisee shall not at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce the Manual, in whole or in part, or otherwise make the same available to any unauthorized person.

D. Ownership of Manual. The Manual shall at all times remain the sole property of Franchisor and shall be returned to Franchisor immediately upon the termination or expiration of this Agreement.

E. Revisions to Manual. Franchisor may from time to time revise the contents of the Manual. Franchisor shall provide or make available to Franchisee a copy of all revisions and additions to the Manual, and Franchisee expressly agrees to comply with each new or changed standard.

F. Master Copy of Manual. Franchisee shall at all times ensure that Franchisee's copy of the Manual is kept current and up-to-date, and if of any dispute as to the contents of said Manual, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's home office shall be controlling.

G. Paper Manual Fee. Franchisor will charge a fee of Five Hundred Dollars ($500) for any request for a paper copy of the Manual by Franchisee.

H. Electronic Publication. Franchisor may, at its option, publish the Manual and any amendments thereto only in electronic format available on-line or on magnetic, optical or other media that must be accessed via computer.

12. CONFIDENTIAL INFORMATION

A. Use of Confidential Information. Franchisee shall not, during the Term or thereafter, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce, in whole or in part, the Manual, any Software and accompanying documentation developed for or used in the System, or any other confidential information, including, but not limited to, Internet/Intranet passwords, customer lists and customer information, knowledge or know-how concerning the System or the operation of the Hotel which may be communicated or provided to Franchisee ("Confidential Information"), or of which Franchisee may be apprised, by virtue of Franchisee's operation under this Agreement, or otherwise make the same available to any unauthorized person. Franchisee shall divulge such Confidential Information only to such of Franchisee's employees, agents, accountants and attorneys as must have access to it in order to operate the Hotel. The contents of the Manual, all Software and accompanying documentation developed for or used in the System, and all other information, knowledge, know-how or other data which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement.

B. Customer Information. In partial consideration for the license to use the Proprietary Marks and the System and for the training Franchisee receives under this Agreement, Franchisee assigns and transfers to Franchisor all rights or interests that Franchisee has or may have in customer lists and information relating to Hotel guests (including information obtained or used for any guest recognition program), as constituted from time to time, with the result that such customer lists and guest information shall be and remain Franchisor's sole property. Not withstanding the above, Franchisor grants Franchisee the right and license to use the customer lists and guest information during the Term for the purposes contemplated herein but for no other purpose. Franchisee agrees to use the Customer lists and information strictly in accordance with all applicable privacy, marketing and other laws. **For the avoidance of doubt, all information the Franchisee collects or captures through Franchisee's property management system shall be jointly owned.**

C. Survival. The covenants in this Section 12 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee.

13. *ACCOUNTING AND RECORDS*

A. Maintenance of Books and Records. Throughout the Term, Franchisee shall maintain and preserve, for at least five (5) years after the dates of their preparation, full, complete and accurate books, records and accounts under and subject to generally-accepted accounting principles and in the form and manner prescribed in the Manual. Franchisee's obligation to preserve such books, records and accounts shall survive the termination hereof.

B. Monthly Reports. Franchisee shall, at Franchisee's expense, prepare and submit to Franchisor by the third (3rd) day of each month following the Opening Date (including the first partial month if the Opening Date is other than the first day of a month), a statement in the form prescribed by Franchisor, accurately reflecting for the immediately preceding month all Gross Room Revenues, the source and amounts of all other revenues generated at the Hotel, room occupancy and rates, reservations data, and such other data or information as Franchisor may require. All statements shall be submitted to Franchisor via its WynPay tool or through such successor technologies or systems as Franchisor may develop for the System in the future.

C. Financial Statements. Within thirty (30) days following the end of each fiscal quarter during the Term, Franchisee shall, at Franchisee's expense, submit to Franchisor a balance sheet and an unaudited quarterly profit and loss statement for the Hotel on the form prescribed by Franchisor. Each statement shall be signed by an authorized officer of Franchisee attesting that it is true and correct. Franchisee shall, at Franchisee's expense, submit to Franchisor, within ninety (90) days following Franchisee's fiscal year end, an audited annual financial statement, prepared under and subject to generally accepted accounting principles by an independent certified public accountant satisfactory to Franchisor, showing the result of the operations of the Hotel during such fiscal year.

D. Additional Reports. Franchisee shall also submit to Franchisor, for review and audit, such other forms, periodic and other reports, records, information and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in the Manual or otherwise in writing.

E. Audits. Franchisor or its designated agent shall have the right at all reasonable times, and upon reasonable notice to Franchisee, to examine and copy, at Franchisor's expense, all books, records, accounts and tax returns of Franchisee related to the operation of the Hotel during the preceding five (5) years. Franchisor also shall have the right, at any time, and upon reasonable notice to Franchisee, to cause an audit to be performed of the books, accounts and records of Franchisee related to the operation of the Hotel by an independent auditor. Franchisee shall provide lodging, if available, without charge to Franchisor's auditors during the time that may reasonably be necessary to complete such audits and shall render such other assistance as may reasonably be requested. If an audit reveals that any payments to Franchisor have been underpaid, Franchisee shall immediately pay to Franchisor upon demand, the amount of the deficiency plus interest from the date such amount was due until paid. The rate of interest shall be one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. If an audit discloses an underreporting of Gross Room Revenues in any one year of three percent (3%) or more, Franchisee shall reimburse Franchisor for any and all fees and expenses incurred by Franchisor for the audit (including, without limitation, reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may assert. If an audit reveals that Franchisee has overpaid Franchisor, the amount of any such overpayment, without interest, shall be credited against future payments due and payable to Franchisor by Franchisee hereunder.

14. INSURANCE

A. Coverage Requirements. Franchisee, at its expense, shall at all times during the Term procure and maintain such insurance as may be required by the terms of any lease or mortgage on the premises where the Hotel is located, and in any event no less than the types and amounts specified in the Manual. You must send us valid proof of insurance no later than thirty (30) days prior to the scheduled Opening Date.

B. General Requirements. The following general insurance requirements shall be satisfied by Franchisee.

1. All insurance shall name as additional insureds Franchisor, Wyndham Hotel Group, LLC, Wyndham Worldwide Corporation, and their current and former subsidiaries, affiliates, successors and assigns, as their interests may appear.

2. All insurance required hereunder shall be specifically endorsed to provide that the coverages for each additional insured (including "drop-down" coverage under an umbrella liability policy) is primary and is not contributory with or excess of any insurance coverage that may be available to an additional insured.

3. All insurance required hereunder shall contain an endorsement whereby the policies shall not be canceled, materially changed or non-renewed without at least thirty (30) days' prior written notice to Franchisee and Franchisor. If carrier, in writing, does not agree to make such endorsement, Franchisee shall be responsible to provide Franchisor with at least thirty (30) days' written notice of cancellation, non-renewal or material change of insurance.

4. Prior to the Effective Date, Franchisee shall deliver to Franchisor a certificate of insurance or certified copy of each insurance policy evidencing the coverages required herein and setting forth deductibles and amounts thereof, if any. Renewal certificates of insurance or certified copies of such insurance policies if requested by Franchisor shall be delivered to Franchisor not less than ten (10) days prior to their respective inception dates.

5. Franchisee's obligation to maintain the insurance hereunder shall not relieve Franchisee of liability under the indemnity provisions set forth in Section 21(B) of this Agreement, and each of the policies described in this Section 14 shall contain a contractual coverage endorsement specifically insuring the performance by Franchisee of the indemnity obligations set forth in Section 21(B).

6. All insurance shall be satisfactory to Franchisor under and subject to standards and specifications set forth or otherwise in writing. Should Franchisee for any reason fail to procure or maintain the insurance required by this Agreement, Franchisor shall have the right and authority (without however any obligation to do so) to immediately procure such insurance and to charge the cost thereof to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon demand.

15. TRANSFERABILITY OF INTERESTS

A. Transfer by Franchisor. Franchisor shall have the free and unconditional right to assign, delegate and transfer this Agreement to any person or legal entity without prior notice to, or consent of, Franchisee. Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer. Nothing in this Agreement shall require Franchisor to continue any business operating under the System or to offer any services or products, whether or not bearing the Proprietary Marks, to Franchisee if Franchisor assigns its rights in this Agreement under and subject to the provisions of this Section 15A.

B. Transfer by Franchisee - Franchisor's Consent Required. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and its Principals, and that Franchisor has granted this franchise in reliance on the business skill, financial capacity, and character of

Franchisee and its Principals. Except as provided in Section 15C (regarding certain permitted transfers) and Section 16 (regarding transfers of interests in publicly-held franchisees) of this Agreement, neither Franchisee nor any Principal shall sell, transfer, convey, give away, pledge, exchange, lease, mortgage, or otherwise encumber any direct or indirect interest in the Hotel (including a substantial portion of the assets of the Hotel inclusive of buildings and real estate), in this Agreement (including Franchisee's obligations under this Agreement), in Franchisee, or in any person or entity that owns a controlling interest in Franchisee, without the prior written consent of Franchisor. Except as provided in this Section 15 and Section 16 of this Agreement, any purported assignment or transfer, by operation of law or otherwise, not having the prior written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may terminate this Agreement pursuant to Section 17A of this Agreement and pursue its equitable and legal remedies.

C. Permitted Transfers. Notwithstanding any other provision of this Section 15 or Section 16:

1. Franchisee may transfer its interest in this Agreement to another legal entity, if (a) there is no uncured event of default under this Agreement, (b) following such transfer, Franchisee has and continues to have during the Term a controlling interest in the transferee, (c) the transferee entity unconditionally assumes in writing all of Franchisee's past, present and future obligations under this Agreement and delivers a copy of such written assumption agreement to Franchisor, and (d) Franchisee provides prior written notice to Franchisor. No such transfer shall relieve or excuse the liability of Franchisee or any person or entity who guaranteed or is otherwise liable for Franchisee's performance hereunder for the past and continuing performance of this Agreement, and such liability shall extend to any subsequent amendments, renewals and modifications of this Agreement (and any extensions, adjustments or compromises of claims) which are effective between Franchisor and the then-current franchisee notwithstanding the absence of any notice to or approval by those parties who remain liable, all of whom waive all notices and agree that Franchisor may proceed directly against them without proceeding against any other person or entity who may also be liable therefor. At Franchisor's request, such persons further agree to execute or reexecute a guaranty substantially similar to the form of Guaranty attached to this Agreement.

2. Any individual holding an interest in Franchisee may transfer all or a portion of his or her interest in Franchisee to any immediate family member, to a trust established for the benefit of any such immediate family member, or to an entity in which such individual has and maintains a controlling interest if (a) there is no uncured event of default under this Agreement, (b) the transferor provides prior written notice to Franchisor, and (c) any transferor who transfers a controlling interest executes a guaranty substantially similar to the form of Guaranty attached to this Agreement and continues to maintain the unrestricted power to direct, directly or indirectly, the management and policies of the Franchisee, including those relating to the payment of financial obligations, as reasonably determined by Franchisor.

3. Franchisee may assign, transfer, pledge, or hypothecate all or any part of the assets of the Hotel excluding this Franchise and this Agreement (and, if Franchisee is an entity, all and any part of the equity ownership interests in Franchisee) to any lender for purposes of any financing or as collateral securing a loan made directly to or for the benefit of the Hotel.

D. Conditions to Franchisor's Consent. Franchisor shall not unreasonably withhold its consent to a transfer of any interest in the Hotel (including a substantial portion of the assets of the Hotel inclusive of buildings and real estate), in this Agreement (including Franchisee's obligations under this Agreement), in Franchisee, or in any person or entity that owns a controlling interest in Franchisee; provided, however, Franchisor may, in its sole discretion, require satisfaction of any or all of the following as a condition precedent to its consent:

1. Transferor shall deliver to Franchisor a complete and accurate copy of any purchase and sale agreement or similar document covering the transaction, together with all such other documentation relating to the transaction as Franchisor may reasonably request. Without limitation of the foregoing, if this Agreement is proposed to be the collateral of a security interest, Franchisor may require the lender and Franchisee to enter into a non-disturbance agreement as to the Hotel and this Agreement in form and substance reasonably acceptable to Franchisor.

2. Transferor shall satisfy all of Franchisee's accrued monetary obligations to Franchisor and its Affiliates, shall execute a general release under seal in a form prescribed by Franchisor of any and all claims against Franchisor and its Affiliates, and their respective officers, directors, agents and employees, and shall pay to Franchisor a transfer fee in an amount equal to fifty percent (50%) of Franchisor's then-current initial franchise fee. An amount equal to the application fee, if any, actually paid to Franchisor pursuant to Section 15D(3) below will be credited against the transfer fee payable by transferor.

3. The proposed transferee shall obtain from, complete and submit to Franchisor the form franchise application then prescribed by Franchisor. Transferor must pay, or cause to be paid, to Franchisor an amount equal to the then-current application fee. The application fee is non-refundable. Franchisor reserves the right to reject an application for a transfer for reasons that may include, without limitation, the following: (i) if Franchisor deems the transferee's proposed debt service to be too great to permit the transferee to successfully operate the Hotel under the System, or (ii) if the proposed transferee or any of its affiliated entities (other than those holding interests as limited partners only) is the franchisor or owner, or is affiliated with the franchisor or owner, of a hotel trade name which is competitive with Franchisor or its Affiliates, regardless of the number of hotels operating under such trade name.

4. Transferee shall demonstrate to Franchisor's satisfaction that the transferee and its shareholders, members or partners, as appropriate, meet Franchisor's then-current managerial and business standards and have the aptitude and ability to conduct the franchised business (as may be evidenced by prior related business experience or otherwise); possess good moral character, business reputation and credit rating; and have adequate financial resources and capital to operate the franchised business, and any management company to be engaged by transferee shall meet Franchisor's then-current standards;

5. Franchisor and the transferee will, upon approval of transferee's application, enter into a new franchise agreement which shall require transferee to upgrade the Hotel to conform to Franchisor's then-current standards, and which new franchise agreement shall contain the then current standard terms (except for duration) then being issued for new franchised Hotels under the System. The transferee will be required to certify in writing that: (i) Franchisor did not endorse, recommend, or otherwise concur with the terms of the transfer, (ii) Franchisor did not comment upon any financial projections submitted by Franchisee to transferee, and (iii) Franchisor did not participate in the decision of the price to be paid, which decision was made without any intervention, support or participation by Franchisor;

6. Transferee's general manager shall, prior to assuming management of the Hotel, successfully (as defined by Franchisor) complete the management training program then being offered by Franchisor; and

7. Franchisee acknowledges that Franchisor has legitimate reasons to evaluate the qualification of potential transferees and the proposed terms of their purchase. Franchisee also acknowledges that Franchisor's contact with potential transferees for the purpose of protecting its business interests will not constitute improper or unlawful conduct. Franchisee expressly authorizes Franchisor to investigate any potential transferee's qualifications, to evaluate the proposed purchase terms, and to withhold consent to those transactions which Franchisor, in its sole judgment, determines are not consistent with its business interests, including, without limitation, economically questionable transactions. Franchisee waives any claim that any action Franchisor takes to protect its business interests in relation to a proposed transfer constitutes tortious interference with contractual or business relationships.

E. Certain Changes of Controlling Principals. In the event of the death or permanent disability of Franchisee or any Controlling Principal, the interest of such person may be transferred under and subject to and subject to the terms of Section 15D provided that (i) any such transfer shall be made within six (6) months of the date of death or permanent disability and (ii) the obligations of Franchisee under this Agreement are satisfied pending the transfer, including adequate provision for management of the Hotel.

F. Right of First Refusal.

~~1. If Franchisee wishes to transfer all or part of its interest in the assets of the Hotel or this Agreement or if Franchisee or a Controlling Principal of Franchisee wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation requested by Franchisor describing the terms of such offer, to send written notice to seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur within the later of sixty (60) days from the date of notice to the seller of Franchisor's election to purchase, sixty (60) days after the date Franchisor receives and obtains all necessary permits and approvals, or such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section 15F shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 15, with respect to a proposed transfer.~~

~~2. If an offer from a third party provides for payment of consideration other than cash or involves specific intangible benefits, Franchisor may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the offer, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall bear the appraisal fees equally. If Franchisor exercises its right of first refusal herein provided, it shall have the right to set off against any payment due the seller (i) all fees for any such independent appraiser due from the seller hereunder, and (ii) all amounts due from Franchisee or any of its Affiliates.~~

3. ~~Failure to comply with the provisions of this Section prior to the transfer of any interest in Franchisee, the Hotel or this Agreement shall constitute a material event of default under this Agreement.~~

16. SECURITIES OFFERINGS

A. Consent Requirement. Any transfer of securities in a publicly-held Franchisee or in any publicly-held entity that owns a controlling interest in Franchisee which will result in a transfer of control requires Franchisor's prior written consent, which shall be conditioned upon satisfaction of the requirements of Section 15D and additionally upon satisfaction of the requirements of Section 16B below.

B. Review of Offering Materials. For any public or private offering of securities relating to Franchisee or the Hotel, whether or not involving a transfer of control, Franchisee shall: (1) Fully and unconditionally indemnify and hold harmless Franchisor and the Wyndham Companies for any liability associate with or arising from the offering; (2) state clearly in the prospectus or other offering material and supporting materials (the "Prospectus") and any press releases that Franchisor and the Wyndham Companies are not, in any way, participating in or endorsing the offering; and (3) use the Proprietary Marks in the Prospectus and in any related or supporting materials only as directed by Franchisor and with Franchisor's prior written approval.

17. DEFAULT AND TERMINATION

A. Termination - Notice Only. Franchisee shall be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon transmission of notice, upon the occurrence of any of the following: (1) Franchisee ceases to do business at the Hotel, or ceases to operate the Hotel under the Proprietary Marks and System; (2) Franchisee loses ownership or possession or the right to possession of the Hotel, or otherwise loses the right to conduct the franchised business at the Approved Location, except as otherwise provided in Section 19, by foreclosure, deed in lieu of foreclosure or exercise of the secured party's rights against any pledge of Franchisee's or any parent entity's equity securities; (3) If a threat or danger to public health or safety results from the construction, maintenance or operation of the Hotel, and an immediate shutdown of the Hotel is reasonably determined by

Franchisor to be essential to avoid substantial risk of liability or loss of goodwill; provided, however, Franchisor shall reinstate this Agreement if, within six (6) months after termination under this clause, the threat or danger to public health or safety is eliminated and Franchisor reasonably determines that reopening the Hotel would not cause a substantial loss of goodwill; (4) If Franchisee or any Principal, officer, director or employee of Franchisee is convicted of a felony or any other crime or offense that is reasonably likely, in the reasonable opinion of Franchisor, to adversely affect the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein; (5) If Franchisee discloses or divulges the contents of the Manual, the Software (including accompanying documentation) or other trade secret or Confidential Information provided to Franchisee by Franchisor contrary to Sections 11 and 12; (6) If Franchisee or any Principal or Controlling Principal purports to transfer any rights or obligations under this Agreement or any interest in Franchisee or the Hotel to any third party contrary to the terms of Sections 15 or 16; (7) If an audit conducted pursuant to this Agreement determines that Franchisee has underreported Gross Room Revenues by three percent (3%) or more for any one year period; (8) if Franchisee shall become insolvent or make a general assignment for the benefit of creditors, or if a case under the Federal bankruptcy code is filed by or against Franchisee and not dismissed within ninety (90) days after filing, or if Franchisee is adjudicated bankrupt, or if any other proceeding for the appointment of a receiver or other custodian or seeking marshalling or composition of or for Franchisee's business or assets, is filed in any court of competent jurisdiction and not dismissed within ninety (90) days; or (9) if a final judgment against Franchisee remains unsatisfied or of record for ninety (90) days or longer (unless supersedeas bond is filed), or if execution is levied against the Hotel or other real or personal property at the Hotel, or suit to foreclose any lien, mortgage or security interest against the Hotel or other real or personal property appurtenant thereto, or any pledge of the equity securities of Franchisee, is initiated against Franchisee or if the real or personal property of the Hotel shall be sold after levied upon by any sheriff, marshal, or constable; or (10) Franchisees repeated violation of Section 6A hereof.

B. Termination - Notice and Cure. Franchisee shall have ten (10) days after receipt of a written notice of default within which to cure any monetary default under this Agreement. Except as provided in Section 17A and the preceding sentence, Franchisee shall have thirty (30) days after its receipt from Franchisor (or first refusal of delivery) of a written notice of default, or such longer period as specified in the default notice or required by applicable law, within which to remedy any other default and provide evidence of cure to Franchisor. Franchisor may grant additional time to cure if the default cannot reasonably be cured within such 30 day period, provided that Franchisor may terminate any such extension if Franchisee shall fail to perform the actions necessary to cure diligently and continuously. If a default is not cured within the time set forth above, Franchisor shall have the right to terminate this Agreement upon notice to Franchisee.

18. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement, all rights granted to Franchisee shall terminate, and Franchisee shall comply with all of the obligations applicable to the Approved Location in this Section 18.

A. Cease Operation as Wyndham Hotel. Franchisee shall immediately cease operation of the Hotel as a Wyndham Hotel and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor. Franchisee shall, at its expense, comply with the following de-identification obligations: promptly remove all distinctive signs, emblems, amenities and other items bearing the Proprietary Marks; change directory and other listings to remove all reference to such Proprietary Marks and to any telephone or other number used generally by other Wyndham Hotels for reservation or other purposes; and make such specific additional changes as Franchisor may reasonably request to prevent any possibility that the public may confuse the Hotel with a Wyndham Hotel. Franchisor also, to the extent permitted by applicable law, and without prior notice, may enter the Hotel and remove all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of Franchisor's, and paint over or remove, all or part of any interior or exterior Proprietary Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Hotel, that Franchisee has not removed or obliterated within ten (10) days after termination. Franchisee will promptly pay or reimburse Franchisor for its cost of removing such items. Franchisor will exercise reasonable care in removing or painting over signage. Franchisor will have no obligation or liability to restore the Hotel to its condition prior to removing the signage. Until all modifications and alterations required by this Section 18A are completed, Franchisee shall take all such actions as may reasonably be required by Franchisor to advise all customers and prospective customers that the Hotel is no longer associated with the Wyndham System. Franchisee expressly acknowledges that its failure to make such alterations will cause irreparable injury to Franchisor. If

Franchisee does not strictly comply with all of the de-identification obligations described above, those set forth in the Manual and in any other brand directives, Franchisee agrees to pay Franchisor the De-Identification Fee as specified on Attachment B until de-identification is completed to Franchisor's satisfaction.

B. Cancel Assumed Name Certificate. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the name "Wyndham" or any variation thereof or any other Proprietary Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

C. Pay Liquidated Damages. If Franchisee terminates this Agreement for any reason other than Franchisor's uncured default (which continues after Franchisee gives Franchisor written notice specifying the default and a reasonable period of not less than 60 days after delivery of such notice to cure the default), or Franchisor terminates this agreement pursuant to Section 17, Franchisee shall pay to Franchisor, as liquidated damages for the premature termination of this Agreement only and not as a penalty, a lump sum equal to the product of (x) the monthly average of the sum of the Royalties and Marketing and Global Sales Fees accruing under Sections 3B and 3C during the twelve (12) full calendar months of Hotel operation preceding the termination (or such lesser period as has elapsed since the Opening Date), multiplied by (y) the lesser of (i) 36 or (ii) the number of months remaining until the expiration of the Term, which may be a fraction if termination occurs in the last month of the Term. The parties mutually acknowledge that the lump sum payment provided under this Section 18C is reasonable in light of the uncertainty as of the Effective Date about the precise damages for premature termination which Franchisor will sustain in such event. Such payment of liquidated damages shall be in addition to amounts provided immediately below in Section 18D. The payment of liquidated damages hereunder shall not affect Franchisor's rights to obtain appropriate equitable relief and remedies, nor shall it affect Franchisor's right to pursue any other remedies. If this Agreement terminates prior to the Opening Date, then this Section 18C shall not apply but Section 5 of the Conversion Addendum or Section 7 of the New Construction Addendum, as applicable, shall apply and the initial franchise fee paid by Franchisee hereunder shall be retained by Franchisor.

D. Pay Outstanding Amounts. Franchisee shall promptly pay all accounts, invoices and other charges for goods and services rendered to Franchisee, and amounts due under this Agreement or any other agreement to Franchisor and its Affiliates or suppliers. Franchisee shall also pay any and all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor (i) in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement, or (ii) defending any contested termination of this Agreement.

E. Return of Manual and Other Materials. Franchisee shall immediately deliver to Franchisor the Manual, instructions, Software and accompanying documentation, and all other materials provided by Franchisor related to the operation of the Hotel, and all copies thereof (all of which are acknowledged to be the Franchisor's property), and shall retain no copy or record of any of the foregoing, excepting only Franchisee's copy of this Agreement and any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with any provision of law.

F. Purchase of Certain Materials. Franchisor shall have the right but not the duty, to be exercised by notice of intent to do so within thirty (30) days after termination or expiration, to purchase any and all signs, advertising materials, supplies and inventory and any other item bearing Franchisor's Proprietary Marks, at Franchisee's cost. With respect to any purchase by Franchisor as provided herein, Franchisor shall have the right to set off all amounts due from Franchisee under this Agreement.

G. Survival. The obligations of Franchisee in Article 18 shall survive the expiration or termination of this Agreement.

19. CONDEMNATION AND CASUALTY

A. Condemnation. Franchisee shall, at the earliest possible time, give Franchisor notice of any proposed taking by eminent domain. Franchisee shall notify Franchisor if and when the condemning authority takes formal action to pursue condemnation. Franchisor may then seek a replacement Wyndham Hotel for the Hotel and any exclusive territorial rights granted under this Agreement or otherwise shall cease and terminate. When the Hotel is ultimately condemned, Franchisee shall give Franchisor notice that such event has occurred and this Agreement shall terminate. Unless Franchisee or an affiliate has then signed a franchise agreement or management agreement to replace the Hotel in its trading area with a Wyndham Hotel in the same tier as the Hotel, Franchisee shall pay Franchisor, from the condemnation award, Liquidated Damages as specified in Section 18. If a non-substantial condemnation shall occur, then Franchisee shall promptly make whatever repairs and restoration may be necessary to make the Hotel conform substantially to its former condition, character and appearance, according to plans and specifications approved by Franchisor. The resumption of normal operation of the Hotel shall not be unreasonably delayed.

B. Casualty. If the Hotel is damaged or destroyed by fire or other cause, which damage or destruction necessitates the closing of the Hotel for a period in excess of thirty (30) days, Franchisee shall be obligated to act diligently to repair, restore and rebuild the Hotel within a reasonable time after the casualty. If Franchisee elects not to repair or rebuild the Hotel, Franchisee shall have the right to terminate this Agreement upon written notice to Franchisor given within sixty (60) days of the closing of the Hotel; provided that Franchisee shall be obligated to promptly pay to Franchisor an amount equal to the liquidated damages set forth in Section 18.

20. TAXES, PERMITS AND INDEBTEDNESS

A. Payment of Taxes and Indebtedness. Franchisee shall promptly pay when due all taxes levied or assessed by any federal, state or local tax authority, and any and all other indebtedness incurred by Franchisee in the conduct of the franchised business. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor. Franchisee shall have no obligation hereunder for any tax which is based upon the net income of Franchisor.

B. Contested Amounts. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, Franchisee may contest the validity of the amount of the tax or indebtedness under and subject to the procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by creditor, to occur against the premises of the Hotel or any improvement thereon.

C. Compliance with Laws. Franchisee shall comply with all federal, state, and local laws, rules and regulations, and shall timely obtain any and all permits, certificates or licenses necessary for the operation of the Hotel and for the full and proper conduct of the franchised business including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, health and sanitation permits and ratings and fire clearances. Franchisee shall obtain and maintain in full force and effect from and after the opening of the Hotel all licenses required for the sale of alcoholic beverages.

D. Notice of Judicial and Regulatory Matters. Franchisee shall notify Franchisor in writing within five (5) days after Franchisee's actual or constructive receipt of notice of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the franchised business. Copies of all inspection reports, warnings, certificates and ratings issued by any governmental entity during the Term for the Hotel which indicate a failure to meet or maintain governmental standards or less than full compliance with any applicable law, rule or regulation, shall be forwarded to Franchisor by Franchisee within five (5) days of Franchisee's receipt thereof.

E. Notice of Defaults. Franchisee shall promptly deliver to Franchisor a copy of any notice of default received from any mortgagee, trustee under any deed of trust, or ground lessor with respect to the Hotel and, upon the request of Franchisor, shall provide such additional information as may be requested in respect of any such alleged default or any subsequent action or proceeding in connection therewith.

F. Timely Payments. Franchisee recognizes that Franchisee's failure to make or repeated delay in making prompt payment of all amounts owed for the operation of the Hotel (including, without limitation, all taxes levied or assessed and all accounts and other indebtedness) that Franchisee does not timely contest in good faith under and subject to the terms of any agreements, leases, invoices or statements for purchase or lease of furniture, fixtures, equipment, inventories, supplies, ingredients, travel agent services, or other goods or services will be detrimental to the reputation and credit standing of Franchisee, Franchisor and other System franchisees. Franchisee shall pay when due all amounts owed by Franchisee for operating the Hotel.

21. INDEPENDENT CONTRACTORS AND INDEMNIFICATION

A. Independent Contractors. Franchisee acknowledges that Franchisor and Franchisee are not and will not be considered as joint venturers, partners or agents of each other. Franchisee specifically acknowledges that the relationship created by this Agreement is not a fiduciary, special or any other similar relationship of trust and confidence, but rather is an arm's-length business relationship. Franchisor owes Franchisee no duties except as expressly provided in this Agreement.

1. During the Term, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor and as an authorized user of the Proprietary Marks. Franchisee shall take such affirmative action as may be necessary to do so, including, without limitation, exhibiting notices of that fact at the Hotel as required under Section 10.

2. Nothing in this Agreement authorizes either party to make any contract, agreement, warranty or representation on the other's behalf, or to incur any indebtedness or other obligation in the other's name, provided that Franchisee shall honor all reservations and advance bookings effected through the central reservation system and the sales and marketing programs described in this Agreement. Neither party shall assume liability for, or be deemed liable hereunder, as a result of any such action, or by reason of any act or omission of the other party or any claim or judgment arising therefrom.

3. Franchisor does not exercise any discretion or control over the employment practices, policies or decisions of Franchisee. *All employees of Franchisee are solely employees of Franchisee, not* Franchisor. Franchisee is solely responsible for the recruitment, selection, hiring, training, scheduling, compensation, discipline and termination of all Hotel employees.

B. Indemnity. Franchisee shall indemnify, defend and save harmless Franchisor, its Affiliates, their respective officers, directors, agents, representatives, employees, successors and assigns (collectively, the "Wyndham Indemnified Parties"), from and against all payments of money (including, without limitation, all losses, costs, liabilities, damages, claims, fines, settlement amounts, legal fees, costs and expenses) of every kind and description arising out of or resulting from Franchisee's breach of any representation or warranty in this Agreement or the construction, conversion, equipping, operation, maintenance, housekeeping or use of the Hotel or Hotel premises or of any other business conducted on or for the Hotel by the Franchisee and any lessee, manager, licensee, contractor or operator of any business, enterprise or activity at the Hotel or the Approved Location, or because of any act or omission of the Franchisee or anyone associated with, employed by, or affiliated with Franchisee (even where the strict liability or negligence, whether sole, joint or concurrent, active or passive, of the Wyndham Indemnified Parties is actual or alleged). Franchisor shall in any event have the right, through counsel of its choice at Franchisee's expense, to control the defense or response to any such action if it could affect the Wyndham Indemnified Parties financially, and such undertaking by Franchisor shall not, in any manner or form, diminish Franchisee's obligations to Franchisor hereunder. Franchisee shall also reimburse Franchisor for all expenses (including legal fees and court costs) reasonably incurred by Franchisor to protect itself and any of the Wyndham Indemnified Parties from, or to remedy, Franchisee's defaults under this Agreement, provided, that under no circumstances shall Franchisor be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this indemnity and against Franchisee, and the failure of Franchisor to pursue such recovery or mitigate such loss will no way reduce the amounts recoverable by Franchisor from Franchisee. This indemnification shall survive the expiration, termination, or transfer of this Agreement or any interest herein.

22. APPROVALS, CONSENTS AND WAIVERS

A. Written Consent Required. Approvals and consents by either party will not be effective unless evidenced by a writing signed by such party. Either party's consent, wherever required, may be withheld if any default by the other party exists under this Agreement.

B. Effects of Consents. Except as otherwise provided in any written agreement executed by Franchisor and Franchisee, Franchisor makes no warranties or guarantees upon which Franchisee may rely. Franchisor assumes no liability or obligation to Franchisee by providing any waiver, approval, consent or suggestion to Franchisee for this Agreement or by reason of any delay or denial of any such request.

C. No Waiver. No failure of a party to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by the other party with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's right thereafter to demand exact compliance with any of the terms herein. Waiver by a party of any particular default by the other party shall not affect or impair such party's rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, forbearance, or omission of a party to exercise any power or right arising out of any breach or default by the other party of any of the terms, provisions, or covenants hereof, affect or impair such party's right to exercise the same.

23. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE

Franchisee represents, warrants, and covenants with Franchisor as follows:

A. Information Submitted by Franchisee. Franchisor has entered into this Agreement in reliance upon the statements and information submitted to Franchisor by Franchisee for this Agreement. Franchisee represents and warrants that all such statements and information submitted by Franchisee for this Agreement are true, correct and complete in all material respects. Franchisee agrees to promptly advise Franchisor of any material changes in the information or statements submitted.

B. Compliance With Laws. Franchisee is, and shall continue to be, in compliance with all laws, rules, regulations and court orders applicable to the Hotel or the operation of the Hotel including but not limited to, all health and safety laws, the Americans with Disability Act, innkeepers laws, anti-money laundering laws and otherwise as described in Section 20C. Franchisee certifies that neither Franchisee nor its owners, employees or anyone associated with Franchisee is listed in the Annex to Executive Order 13224. (The Annex is available at http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html.) Franchisee agrees not to hire or have any dealings with a person listed in the Annex. Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee, its owners, employees, or anyone associated with Franchisee being listed in the Annex to Executive Order 13224. Franchisee covenants to comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws (as defined below). For such compliance, Franchisee certifies, represents, and warrants that none of its property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its owners are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that Franchisee's indemnification responsibilities as provided in Section 21B pertain to Franchisee's obligations under this Section 23B. Any misrepresentation by Franchisee under this Section or any violation of the Anti-Terrorism Laws by Franchisee, its owners, or employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or one of Franchisor's affiliates. As used herein, "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

C. This Transaction. Franchisee and the persons signing this Agreement for Franchisee have full power and authority and have been duly authorized, to enter into and perform or cause performance of Franchisee's obligations under this Agreement. Franchisee has obtained all necessary approvals of its owners, Board of Directors and lenders. No executory franchise, license, or affiliation agreement for the Hotel exists other than this Agreement. Franchisee's execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which Franchisee or any of its principal owners is a party or is subject or to which the Hotel is subject. Neither Franchisee nor the Hotel is the subject of any current or pending merger, sale, lease, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar transaction, action or proceeding on the date Franchisee executes this Agreement and was not within the three years preceding such date, except as disclosed in the franchise application. Franchisee will submit to Franchisor the documents about the Hotel, Franchisee, its owners and its finances that Franchisor requests in the franchise application (or after review of Franchisee's initial submissions) before or within 30 days after Franchisee signs this Agreement.

D. Quiet Enjoyment and Financing. Franchisee owns, or will own prior to commencing improvement, or lease, the Approved Location and the Hotel. Franchisee will be entitled to possession of the Approved Location and the Hotel during the entire Term without restrictions that would interfere with Franchisee's performance under this Agreement, subject to the reasonable requirements of any financing secured by the Hotel. Franchisee has, when it signs this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform its obligations under this Agreement.

E. No Implied Covenants. Except as expressly stated in this Agreement, Franchisee acknowledges that there are no express or implied covenants or warranties, oral or written, between Franchisee and Franchisor.

24. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be delivered (i) by personal delivery, (ii) by a nationally recognized overnight commercial delivery service (such as Airborne Express or Federal Express), (iii) by certified mail, return receipt requested, or (iv) by electronic mail, posting of the notice on the System intranet site or by a similar technology, to the respective parties at the following addresses (unless and until a different address has been designated by written notice to the other party), or to the System intranet site:

Notices to Franchisor:

Wyndham Hotels and Resorts, LLC
22 Sylvan Way
Parsippany, New Jersey 07054
Attention: Vice President - Franchise Administration
Facsimile: (973) 753-7537
Telephone: (973) 753-7244

Notices to Franchisee:

Welcome Hotel Group, LLC
1 Lafayette Street
Trenton, NJ 08608
Attention: Deepak Viswanath
Facsimile: ____________________
Telephone: 212-786-2365
Electronic Mail Address: deepakv@welcomehotelgroup.com

Any notice shall be deemed to have been given at the date and time of (i) receipt or first refusal of delivery if sent via certified mail, or (ii) one (1) day after posting if sent via overnight commercial delivery service.

25. ENTIRE AGREEMENT

A. This Agreement, together with any attachments and addenda hereto, and the Franchise Disclosure Document Franchisee or its representatives received prior to entering into this Agreement contain the entire agreement between the parties hereto as it relates to the franchising of the Hotel at the Approved Location. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the franchising of the Hotel at the Approved Location other than those set forth herein and in such Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

B. This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by Franchisor and Franchisee. This provision does not apply to changes in the Manual or notice of the Opening Date, which Franchisor may modify or designate unilaterally. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing, by special indulgences or benefits Franchisor bestows on Franchisee, or by inference from a party's conduct.

26. CONSTRUCTION AND SEVERABILITY

A. Severability. Except as expressly provided to the contrary herein, each section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other sections, parts, terms and provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms or provisions shall be deemed not to be a part of this Agreement.

B. No Third Party Beneficiary. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under or by reason of this Agreement upon any person or legal entity other than Franchisee, Franchisor, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by this Agreement.

C. Maximum Duty Imposed. Franchisee and Franchisor expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made part of this Agreement, that may result from striking from any of the provisions hereof portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor or Franchisee, as applicable, is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

D. Captions. All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

E. Construction. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. All acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all the parties hereto signing the Guaranty on behalf of Franchisee.

F. Counterpart Execution. This Agreement may be executed in counterparts and each copy so executed shall be deemed an original. Execution pages manually signed and transmitted by electronic means shall be deemed delivered and fully accepted as validly executed.

27. DISPUTE RESOLUTION, REMEDIES AND GOVERNING LAW

A. Franchisor and Franchisee agree to submit any claim, controversy or dispute arising out of or relating to this Agreement (including all attachments and addenda) or the relationship created by this Agreement to non-binding mediation prior to bringing such claim, controversy or dispute in a court or before any other tribunal. The mediation shall be conducted by either an individual mediator or a mediator appointed by a mediation services organization or body, experienced in the mediation of hotel industry disputes, agreed upon by the parties and, failing such agreement within a reasonable period of time (not to exceed fifteen (15) days), after either party has notified the other of its desire to seek mediation by the CPR institute dispute resolution (or any successor organization) under and subject to its rules governing mediation, at franchisor's principal place of business. The costs and expenses of mediation, including compensation and expenses of the mediator (except for the attorney's fees incurred by either party), shall be borne by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding under Section 27B below to resolve such claim, controversy or dispute. *Notwithstanding the foregoing, Franchisor may bring an action* (1) for monies owed, (2) for injunctive or other extraordinary relief, or (3) involving the possession of or to secure other relief relating to the Hotel premises, in a court having jurisdiction and under and subject to Section 27B, below, without first submitting such action to mediation.

B. With respect to any claims, controversies or disputes which are not finally resolved through mediation or as otherwise provided above, franchisee hereby irrevocably submits itself to the non-exclusive personal jurisdiction of the state and the federal district courts located in the state, county or judicial district in which the Franchisor's principal place of business is located and waives all defenses to personal jurisdiction in such courts. Franchisee agrees that service of process may be made upon it in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by New Jersey or federal law. Franchisee further agrees that venue for any proceeding relating to or arising out of this Agreement shall be the county or judicial district in which the franchisor's principal place of business is located; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, the Hotel premises, Franchisor may bring such action in any state or federal district court of competent jurisdiction.

C. This Agreement takes effect upon its acceptance and execution by Franchisor in the state of New Jersey and shall be interpreted and construed under New Jersey law (except for New Jersey choice of law rules), provided that the New Jersey Franchise Practices Act shall not apply to any franchise located outside the state of New Jersey.

D. Franchisee and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth herein provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Franchisor and Franchisee further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

E. IN ANY LITIGATION BETWEEN THE PARTIES FOUNDED UPON OR ARISING FROM THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

F. FRANCHISEE AGREES THAT, FOR THE SYSTEM TO FUNCTION PROPERLY, FRANCHISOR AND ITS AFFILIATES SHOULD NOT BE BURDENED WITH THE COSTS OF ARBITRATING OR LITIGATING SYSTEM WIDE CLAIMS. ACCORDINGLY, FRANCHISEE AGREES THAT ANY DISAGREEMENT BETWEEN THE PARTIES SHALL BE CONSIDERED UNIQUE AS TO ITS FACTS AND SHALL NOT BE BROUGHT AS A CLASS ACTION, AND FRANCHISEE WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO BRING, JOIN OR PARTICIPATE IN, A CLASS ACTION OR MULTI-PLANTIFF, CONSOLIDATED OR COLLECTIVE ACTION AGAINST FRANCHISOR OR ANY OF ITS AFFILIATES.

G. FRANCHISEE AND ITS PRINCIPALS HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) AGAINST FRANCHISOR, ITS AFFILIATES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES OF EACH OF THEM, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREE THAT IN THE EVENT OF A DISPUTE, FRANCHISEE AND THE PRINCIPALS SHALL BE LIMITED TO THE RECOVERY OF ANY

ACTUAL DAMAGES SUSTAINED BY THEM. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SHALL CONTINUE IN FULL FORCE AND EFFECT).

H. Remedies Cumulative. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

I. Injunctive Relief. Nothing herein contained shall bar either party's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

J. U.S. Currency. All fees and payments required by this Agreement shall be paid in U.S. currency.

28. FRANCHISEE ACKNOWLEDGMENTS

A. FRANCHISEE ACKNOWLEDGES THAT IT DID NOT RELY ON ANY PROMISES, REPRESENTATIONS OR AGREEMENTS ABOUT THE FRANCHISOR OR THE FRANCHISE NOT EXPRESSLY CONTAINED IN THIS AGREEMENT AND THE FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT IN MAKING ITS DECISION TO SIGN THIS AGREEMENT. FRANCHISEE FURTHER REPRESENTS AND WARRANTS THAT FRANCHISOR AND ITS REPRESENTATIVES HAVE NOT MADE ANY PROMISES, REPRESENTATIONS OR AGREEMENTS, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT OR SUCH DISCLOSURE DOCUMENT.

B. FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS FRANCHISED HEREUNDER, AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED OR RELIED UPON, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, RESERVATION DELIVERY, SALES PRODUCTION, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

C. FRANCHISEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT AND THE ATTACHMENTS HERETO (IF ANY) AND THAT FRANCHISEE HAS HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF FRANCHISEE'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.

D. FRANCHISEE ACKNOWLEDGES THAT IT RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND ALL RELATED ATTACHMENTS AND AGREEMENTS AT LEAST 7 DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED. FRANCHISEE FURTHER ACKNOWLEDGES THAT IT HAS RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION AT LEAST 14 DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

29. Protected Territory

Notwithstanding Section 1B, the Wyndham Companies will not own, operate, lease, manage, or license any party but you to operate a Wyndham Garden tier Hotel in the "Protected Territory", defined below, while this Agreement is in effect. The Wyndham Companies may own, operate, lease, manage, franchise or license anyone to operate any Wyndham Hotel, regardless of tier, located anywhere outside the Protected Territory without any restriction or obligation to Franchisee. Franchisor may grant Protected Territories for other Wyndham Hotels, regardless of tier, that overlap the Protected Territory. While this Agreement is in effect, neither Franchisee nor its officers, directors, general partners or owners of 25% or more of its equity interests, may own, operate, lease, manage or franchise any guest lodging facility other than the Project in the Protected Territory unless Franchisor or an affiliate licenses the facility. Franchisee will use any information obtained through the central reservation system to refer guests, directly or indirectly, only to Wyndham Hotels and Wyndham Garden Hotels. Franchisee acknowledges that the Protected Territory fairly represents the Hotel's trading area. There are no express or implied territorial rights or agreements between the parties except as stated in this Section. By electing to include this section in your Agreement, Franchisee irrevocably waives any right to seek or obtain the benefits of any policy Franchisor now follows or may in the future follow to notify franchisees about proposed Wyndham Hotels, regardless of tier, in the general area of the Hotel, solicit information about the effect of the proposed Wyndham Hotel on the revenue or occupancy of the Hotel or decide whether to add the proposed Wyndham Hotel to the chain based on the potential effect of the proposed Wyndham Hotel on the Hotel or its performance. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Site only. The Protected Territory means all the area within the following boundaries: commencing at the intersection of Calhoun Street and SR-29 (the "Point of Origin") and proceeding in a southeasterly direction along SR-29 to its intersection with I-295; then proceeding in a northerly direction along I-295 to its intersection with I-95; then proceeding in a southwesterly direction along I-95 to its intersection with SR-29; then proceeding in a southerly direction along SR-29 to the Point of Origin. Additionally, the Protected Territory shall also include all the area one-quarter (1/4) of a mile on either side of US-1 commencing at the intersection of US-1 and Scudders Mill Road (Latitude 40.3442°N and Longitude 74.627°W) and proceeding in a southwesterly direction along US-1 to its intersection with Oxford Valley Rd (Latitude 40.1936°N and Longitude 74.8651°W)

30. **SPECIAL STIPULATIONS.** The following special stipulations apply to this Agreement and supersede any inconsistent or conflicting provisions. Franchisee acknowledges that these stipulations and any changes made to the body of this Agreement at Franchisee's request or in response to other changes to Franchisor's form agreement are the product of arms' length negotiations between Franchisor and Franchisee and represent mutually agreed, material inducements to enter into this Agreement, beneficial to Franchisee and supported by adequate consideration from both parties. These are personal to Franchisee and are not transferable or assignable.

30.1 **Franchisee's Additional Termination Right.** Franchisee may terminate this Agreement without cause or penalty effective only on the fifth or tenth anniversary of the Opening Date provided Franchisee gives Franchisor at least six (6) months prior written notice of termination and Franchisee is not in default under this Agreement at the time notice must be given or at the effective date of termination. Franchisee will pay no Liquidated Damages if it satisfies the conditions of the preceding sentence and performs the post termination obligations specified in this Agreement within 10 days after the effective date of termination.

30.2 **Franchisor's Additional Termination Right.** Franchisor may terminate this Agreement without cause or penalty effective only on the fifth or tenth anniversary of the Opening Date provided Franchisor gives Franchisee at least six (6) months prior written notice of termination. Franchisee must perform the post termination obligations specified in this Agreement within 10 days after the effective date of termination. Franchisee will pay no Liquidated Damages if Franchisor terminates this Agreement under this Section and Franchisee performs the post termination obligations specified in this Agreement within 10 days after the effective date of termination.

30.3 **Liquidated Damages.** Notwithstanding Section 18C, if, prior to the commencement of the twelfth (12th) year of the Initial Term of this Agreement, either Franchisee terminates this Agreement for any reason other than Franchisor's uncured default (which continues after Franchisee gives Franchisor written notice specifying the default and a reasonable period of not less than 60 days after delivery of such notice to cure the default), or Franchisor terminates this Agreement pursuant to Section 17, then Franchisee shall pay to Franchisor, as liquidated damages for the premature termination of this Agreement only and not as a penalty, a lump sum of Three Hundred Ninety-Four Thousand Dollars ($394,000.00). If such a termination occurs after the twelfth (12th) full year of the Term, (i.e. - during the last three years of Hotel Operation under the Initial Term hereof), Franchisee shall pay to Franchisor, as liquidated damages for the premature termination of this Agreement only and not as a penalty, an amount equal to the lesser of (a) Three Hundred Ninety-Four Thousand Dollars ($394,000); or (b) the monthly average of the sum of the Royalties and Marketing Fees accruing under Sections 3B and 3C during the twelve (12) full calendar months of Hotel operation immediately preceding the termination, multiplied by the number of months remaining in the Term.

30.3 **Transfer Rights**. If Franchisee is then not in default under this Agreement, at any time before the first anniversary of the Opening Date, Franchisee may assign this Agreement at the same time as Franchisee conveys the Hotel to an entity in which Franchisee or the persons listed as the owners of Franchisee are to be owners of at least 51% of the interests of the transferee entity and retain control over the entity so that change of control does not occur. The transferee and Franchisee must sign and deliver to Franchisor an Assignment and Assumption Agreement before Franchisee transfers the Hotel. No Application or Relicense Fees will be charged. The accounts of the transferee and Franchisee must be current at the time of transfer, or Franchisor will not recognize the transfer. The transferee must submit (i) an application on Franchisor's standard form, (ii) its organizational agreement or charter, (iii) updated insurance, and (iv) an updated Guaranty with the Assignment and Assumption Agreement. Franchisor will not recognize the transfer as effective until these documents are completed and delivered to Franchisor. The transferee must send us a copy of the warranty deed conveying the Hotel within 30 days after its delivery.

30.4. **Special Royalty Rates.** Notwithstanding Section 3 B, Franchisee will pay Royalties to us at the rates set forth in this Section, provided that the Hotel opens by the deadline specified in Section 1 C and Attachment A of this Agreement:

30.4.1 The Royalty shall be one and one-half percent (1.5%) of Gross Room Revenues accruing during the first year of Hotel operation during the Term; and

30.4.2 The Royalty shall be three percent (3.0%) of Gross Room Revenues accruing during the second and third years of Hotel operation during the Term; and

30.4.3 The Royalty shall be computed and paid at the rates specified in Section 3 B on Gross Room Revenues accruing after the third year of Hotel operation.

Notwithstanding the above Special Royalty Rate, in the event there is an early termination of the Franchise Agreement and Liquidated Damages are due and owing under Section 18C hereof, the royalty fee set forth in Section 3B hereof and not the Special Royalty Rate set forth in this Section 30.4, shall be used to calculate amounts owed pursuant to Section 18C.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.

FRANCHISOR

WYNDHAM HOTELS AND RESORTS, LLC
a Delaware limited liability company

Michael Piccola, SVP

FRANCHISEE

WELCOME HOTEL GROUP, LLC
a New Jersey limited liability company

By:
Name: Deepak Viswanath
Title: (Managing) Member

ATTACHMENT A

SELECTED TERMS

Wyndham Hotel Tier, Name and Proprietary Mark: Wyndham Garden Trenton

Opening Date: on or before March 31, 2014

Expiration Date: on the day prior to the fifteenth (15th) anniversary of the Opening Date

Approved Location of the Hotel: 1 W. Lafayette Street
Trenton, NJ 08608

Number of guest rooms: 197

Food & Beverage Outlets: _____

Meeting Space (Rooms & Sq. Ft.) _____

Initial franchise fee: $59,100.00

Application fee: $2,500.00
(to be credited against initial franchise fee)

Franchisee's Principals (names, addresses, and percentages of ownership in Franchisee or in any person or entity that owns a controlling interest in Franchisee):

Name	Address	Percentage of Ownership
*Banad Vishwanath	1 W. Lafayette St. Trenton, NJ 08608	98.0%
*Deepak Vishwanath	1 W. Lafayette St. Trenton, NJ 08608	2.00%

*Designates Franchisee's controlling shareholders, controlling members or general partners signing the Guaranty as Controlling Principals.

Initials: ______

ATTACHMENT B

OTHER FEES AND CHARGES

MANDATED CENTRAL SERVICES

Fees[1]	Amount	Due Date	Explanation
Reservation System Fee	The following Reservation System Fees are approximate as of the Effective Date and are charged on a net reservation basis, unless otherwise indicated: (a) Wyndham.com bookings: $3.50; (b) Travelocity and Orbitz bookings: $5.50; (c) GDS, most other on-line travel agencies and other electronic bookings: $7.75; (d) Voice reservations booked directly through the consumer toll-free reservation number: $15.00 for Resort properties; $12.08 for all other tiers; (e) Voice reservation booked through Centralized Property Transfer Program: $2.10 per call answered plus $.25 per net reservations; (f) Voice reservation booked through De-Centralized Property Transfer: $2.36 per call answered plus $1.25 per net reservations.	As indicated on the invoice or, if not indicated, 30 days after receipt of invoice.	Franchisee may elect to participate in either the Centralized or the De-Centralized Property Transfer Program. The Centralized Property Transfer Program is designed for a Wyndham Hotel that desires to transfer nearly 100% of incoming calls to Wyndham's central reservation agents. The De-Centralized Property Transfer Program is designed for a Wyndham Hotel that desires to transfer only those incoming calls which the Hotel cannot handle due to busy periods, shortage of staff or similar reasons.
Corporate Training Fee	Currently $28 per room per year, but this fee is subject to change in the future.	As indicated in the invoice or, if not indicated, within 30 days after receipt of invoice.	Fee covers most training offered by the Wyndham brand training department.
Remedial Training	Online. $250 Onsite: $1,300	When we invoice you.	We may require you, the general manager and/or staff member to participate in a remedial customer experience assessment or training.
Required ORS Training	Currently $500 per attendee, plus expenses, for 2½ day course. Offered approximately quarterly in Wyndham's NJ Office. Travel and lodging expenses are the franchisee's responsibility.	As indicated on the invoice or, if not indicated, 30 days after you receive the invoice.	If franchisee does not satisfactorily complete the Required ORS Training prior to the Hotel opening as a Wyndham Hotel, franchisee will be required to participate in the Comprehensive Revenue Management Program (Tier 2) outlined below. Additional attendees may attend.

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G.O. Leads Plus Guest Referral Program	10% of Gross Room Revenues	When Franchisor invoices Franchisee	Commission payable for a referral made by another Wyndham Hotel; 7% is paid to the referring Wyndham Hotel; 3% is retained by Franchisor to offset Global Sales Office administrative and overhead costs.
Wide Area Network Charge	Will vary based on the size and location of the Hotel.	As indicated on the invoice or, if not indicated, within 30 days after receipt of the invoice.	Pass through of charges assessed by third party vendor for connectivity to Wyndham's wide area network, which supports e-mail, the Internet and the brand portal. This fee is subject to annual increase.
Conference Fee	In 2013, the Global Conference fee will be $1,049 for Franchisee's first attendee which will automatically be billed to franchisees; $849 for each additional attendee.	Before Conference.	Franchisor's only current meeting requirement is that the Hotel General Manager attend Franchisor's Conference. Franchisee must pay its attendees' expenses (including travel, room, board and wages) as well as the Conference Fee. The Conference may be held as part of a multi-brand conference with other lodging company affiliates.
Quality Assurance Inspection Fees	- Domestic Wyndham Hotels - $1,400 for initial inspection ($1,900 per re-inspection) - International Wyndham Hotels - $2,400 for initial inspection ($2,700 per re-inspection).	As indicated on the invoice or, if not indicated, within 30 days after receipt of invoice.	This fee must be paid for each inspection that is conducted. Franchisee must also provide complimentary lodging to the inspector(s) if rooms are available.
Loyalty Program Charge	Loyalty Program Charge: 5% of total folio (invoice) for each member's stay (e.g. Gross Room Revenues, food and beverage revenues, resort fees, in-room movie charges and taxes).	Loyalty Program Charge is payable after a member is awarded points at the Hotel and upon receipt of Franchisor's invoice.	Loyalty Program Charges fund the costs associated with operation, customer support, technology and marketing of the Wyndham Rewards guest loyalty programs. Franchisee is also responsible for the salary and benefits of on-property staff to support the program.
Direct Connect Fee	$3.00 per transaction.	When we invoice you.	This fee is on net transactions that are made through the direct connections we have with Online Travel Agencies and other online partners with which we build connections. Currently we have direct connections with Expedia.com and Travelocity.com and may add connections in the future to which this fee will apply.

Agency Commissions -------------------- Service Charge	Up to 20% of Gross Room Revenues generated on qualifying reservations. -------------------- Service Charge – up to 1.5% of commissionable revenue booked by agencies.	When invoiced by Franchisor.	Reimburses Franchisor for Agency Commissions paid on behalf of Franchisee plus related administrative costs. Includes commissions for travel agents, on-line travel and referral websites, travel consortia, travel management companies, global sales agents, and other third party distribution channels (e.g., Google, Expedia, Kayak, RoomKey). May also be used to pay for paid search and other marketing by third party distribution channels on a going forward basis. 20% limit is subject to modification to reflect changes in the commissions Franchisor pays these agencies. This fee may include commissions related to group sale activities to offset third party costs. -------------------- The standard Service Fee is 0.75% but may be up to 1.5% on certain group sales and commission activities. Reimburses Franchisor for administrative and overhead costs. Subject to modification to reflect changes in Franchisor's costs.
Member Benefits Commission -------------------- Service Charge	Up to 10% of Gross Room Revenues from reservations booked through Franchisor's Member Benefits Program -------------------- Service Charge – Up to 1.5% of commissionable revenue booked by Member Benefits.	When invoiced by Franchisor	Commissions are generally split between the organization whose member books the reservation and Franchisor's Global Sales Organization to reimburse it for its costs (including overhead) of providing the Member Benefits and other programs for generating reservations for System Hotel. -------------------- The standard Service Fee is 0.75% but may be up to 1.5% on certain group sales and commission activities.
Guaranteed Best Available Rate Processing Fee	$60, plus Franchisee must match the lower Internet rate less 10%.	When Franchisor invoices Franchisee.	Under Franchisor's Guaranteed Best Available Rate Program, if a guest finds a lower publicly available rate on the Internet for the same date at Franchisee's Hotel, Franchisee must provide the applicable night at 10% less than the lower Internet rate. Franchisor also charges a $60 Processing Fee to cover its administrative costs for handling the complaint. We may increase this fee in the future.
Opening Date Extension Fee	$2.00 per room per day.	Payable if scheduled opening date is extended within 30 days of such date. Will apply to any additional extensions requested as described above.	Paid per extension beyond opening deadline date established in Attachment A of the Franchise Agreement.

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Basic Revenue Management Service Fees	$3 per room per month with a cap of 400 rooms.	As indicated on the invoice or, if not indicated, within 15 days after receipt of invoice.	Franchisee must participate in Basic Revenue Management Services. Franchisor may increase the fee in the future.
Distribution Technology Fee	$4.00 per room per year.	As indicated on the invoice or, if not indicated, 30 days after receipt of invoice.	Charge covers training and support for all Micros Fidelio products including the central reservation system, the property management system, the exchange system and the Wyndham booking engine.
MyRequest	$20.00	When we invoice you.	This fee is for providing telephone support to assist you with those services available to you through the MyRequest Portal (e.g., rate, inventory and content management requests in our central reservation system).

OPTIONAL CENTRAL SERVICES

Fees	Amount	Due Date	Explanation
Comprehensive Revenue Management Program Fees (commonly referred to as Tier 2)	$13 per room per month with a minimum fee of $1,417 (for 109 rooms) and a maximum fee of $5,200 (for 400 rooms)	As indicated on the invoice or, if not indicated, within 15 days after receipt of invoice.	Franchisee may participate in this program, at its option, if offered to Hotels in franchisee's region. Franchisor may increase the fee in the future.
Comprehensive Revenue Management Program Fee (commonly referred to as Tier 2 Enhanced)	$17 per room per month with a minimum monthly fee of $1,870 and a maximum monthly fee of $6,800.	As indicated on the invoice or, if not indicated, within 15 days after receipt of invoice.	You may participate in this program, at your option, if offered to Hotels in your region. We may increase these fees in the future. This service is recommended in high profile, peak markets requiring greater, daily touch points than Tier 2 service, as well as management of channel management tool required to facilitate multiple extranets.
Additional Central Reservation System Training Fee	Currently $750 per day, plus expenses; minimum of two days.	As indicated on the invoice or, if not indicated, 30 days after receipt of invoice.	Franchisees can elect to obtain this additional dedicated Hotel training at its option.

OTHER CHARGES

Fees	Amount	Due Date	Explanation
Customer Care Fee	$195 Customer Care Fee plus resolution costs if Franchisee does not respond to a guest's complaint and resolve it within 3 business days after notification by Franchisor and if we become aware of complaints posted on third-party travel websites, distribution channels, blogs, social networks and other forums to which you don't respond.	When invoiced by Franchisor.	Franchisor reserves the right to modify the Customer Care Program from time to time including its operation and fees, via the System Standards Manual or another directive.
Reconnection Fee	$4,000	When invoiced by Franchisor.	Franchisee must pay this fee to re-establish Central Reservation System service if Franchisor suspends the service because of Franchisee's default under the Franchise Agreement or for any other reason. Franchisor may increase this fee in the future through a change in the System Standards Manual or another directive.
De-Identification Fee	$2,000 per day.	Upon demand.	Franchisor may assess this fee if, following termination of the Franchise Agreement, Franchisee fails to comply with the de-identification obligations under the Franchise Agreement.

ATTACHMENT C

GUARANTY

As an inducement to Wyndham Hotels And Resorts, LLC ("Franchisor") to execute the Franchise Agreement dated ____________, 20___, applicable to the Wyndham Hotel located at 1 W. Lafayette Street, Trenton, NJ 08608, the undersigned, jointly and severally, hereby unconditionally warrant to Franchisor and its successors and assigns that all of Franchisee's representations in the Franchise Agreement are true, agree to be bound by all the terms and conditions of the above Franchise Agreement including any amendments thereto whenever made (hereinafter the "Agreement"), and absolutely, unconditionally and irrevocably guaranty to Franchisor and its successors and assigns that all of Franchisee's obligations under the Agreement will be punctually paid and performed.

Upon default by Franchisee, the undersigned will immediately make each payment and perform each obligation required of Franchisee under the Agreement. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, waive, renew or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. The undersigned waive notice of amendment of the Agreement and notice of demand for payment or performance by Franchisee.

Franchisor may pursue its rights against any of the undersigned without first exhausting its remedies against Franchisee and without joining any other guarantor. No delay on the part of the Franchisor in the exercise of any right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon the death of an individual guarantor, the estate of such guarantor will be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect.

Notwithstanding the forgoing, the Guarantors' joint and several liability hereunder for Fees (as defined in Section 3 of the Franchise Agreement) or Liquidated Damages (as set forth in Section 18 of the Franchise Agreement) shall not exceed $394,000.00, plus the costs of collection, including reasonable attorneys' fees, from the undersigned as provided in Section 27 of the Franchise Agreement.

In WITNESS WHEREOF, each of the undersigned has signed this Guaranty as of date of the above Agreement.

GUARANTORS:

____
Banath Vishwanath

____
Deepak Vishwanath

ATTACHMENT D

MANAGEMENT COMPANY RIDER
To Franchise Agreement Dated 3/31, 2014
Between Wyndham Hotels and Resorts, LLC ("Franchisor") and
Welcome Hotel Group, LLC ("Franchisee")

Marshall Hotels & Resorts, Inc. ("Management Company") has entered into a Management Agreement with Franchisee, under the terms of which Management Company will operate the Wyndham Hotel located at 1 W. Lafayette Street, Trenton, NJ 08608 (the "Hotel") under and subject to the terms and conditions of the Franchise Agreement identified above.

In consideration of being permitted to operate the Hotel, Management Company hereby acknowledges and ratifies the terms and conditions of the Franchise Agreement and agrees to fully observe and be bound by all terms, conditions and restrictions regarding the management and operation of the Hotel set forth in the Franchise Agreement as if and as though Management Company had executed the Franchise Agreement as "Franchisee" for as long as Management Company operates the Hotel; provided, however, that the foregoing does not constitute an agreement of the Management Company to pay or assume any financial obligation of Franchisee to Franchisor or to any third party. Management Company further agrees to be bound by the confidentiality covenants set forth in Section 12 of the Franchise Agreement (including all remedies available to Franchisor under the Franchise Agreement for breach thereof) during and subsequent to its tenure as manager and operator of the Hotel. Additionally, Management Company will give Franchisor written notice that the management agreement has been terminated at least ninety (90) days' in advance of Hotel turnover unless termination is due to extraordinary circumstances that cause a shorter time frame before turnover to the successor management company for the Hotel.

Management Company agrees that Franchisor may enforce directly against Management Company those terms and conditions of the Franchise Agreement to which Management Company has hereby agreed to be bound. The prevailing party in any cause of action brought hereunder, pursuant hereto or in connection herewith (including, without limitation, any action for declaratory or equitable relief) shall be entitled to recover from the non-prevailing party reasonable attorney's fees, expenses and costs of suit incurred by the prevailing party in such action.

MANAGEMENT COMPANY:
MARSHALL HOTELS & RESORTS, INC.
a Maryland corporation

By: ______________________
Name: Michael P. Marshall
Title: President & CEO

ATTACHMENT E

DEFINITIONS

An "Affiliate" means, with respect to any person or entity, any other person or entity controlling, controlled by, or under common control with said person or entity.

"Control" or "controlling interest" mean the direct or indirect power to direct the management and policies of a person or entity, including those relating to the payment of financial obligations, whether through the ownership of voting securities or interests, by contract, or otherwise, each as reasonably determined by Franchisor.

"Effective Date" means the date set forth in the Preamble, and if not inserted, the date on which all parties have executed and delivered this Agreement. Notwithstanding the above, if this Agreement involves a transfer of an existing Hotel, "Effective Date" means the date Franchisee first takes possession of the Hotel, even if that occurs before the date that Franchisee signs this Agreement.

"Force Majeure" means acts of God, strikes, lockouts or other industrial disturbances, war, terrorism, riot, epidemic, fire or other catastrophe or other forces beyond Franchisee's control.

The "Franchisee" includes the entity identified in the preamble to this Agreement.

"Franchisee's Principals" include any individual, partnership, corporation, or other legal entity which directly or indirectly owns any interest in this franchise, in Franchisee, or in any person or entity that owns a controlling interest in Franchisee. "Franchisee's Controlling Principals" include Franchisee's general partners, controlling shareholders, or controlling members, as applicable.

"Gross Room Revenues" means gross revenues attributable to or payable for rentals of guest (sleeping) rooms at the Hotel, including all credit transactions, whether or not collected, guaranteed no-show revenue net of chargebacks from credit card issuers, and any proceeds from any business interruption or similar insurance applicable to the loss of revenues due to the non-availability of guest rooms. Excluded from Gross Room Revenues are separate charges to guests for Food and Beverage, room service, actual telephone charges, key forfeitures and entertainment (including Internet fees and commissions); vending machine receipts; and federal, state and local sales, occupancy and use taxes.

"Hotel" means the freehold or long-term ground or building leasehold title to the Approved Location, together with all improvements constructed on the Approved Location, including, without limitation, the buildings, structures, recreational amenities and facilities, parking areas and structures, appurtenances, easements, licenses, and all furniture, fixtures, equipment (including computer and telephone systems), supplies, and inventories.

The "Manager" is the party identified in the Management Company Rider attached as Attachment D to the Franchise Agreement.

"Mandated Central Services" means the services which we may choose to offer from time to time to Wyndham Hotels and in which Wyndham Hotels are obligated to participate as described in Section 3G and Attachment B.

The "Manual" is the Wyndham Brand Standards Manual, and all other written statements, directives and any other manuals and materials issued by Franchisor, and any modifications to such materials containing the standards, specifications, policies, and procedures for the establishment and operation of System hotels. The Manual may be in paper or electronic form.

The "Opening Date" is the date on which Franchisor authorizes Franchisee to open the Hotel as a "Wyndham Hotel." The Opening Date shall be entered on Attachment A to this Agreement unilaterally by Franchisor and a copy provided to Franchisee.

The "Proprietary Marks" are all trade names, trademarks, service marks, logos, emblems, symbols and indicia of origin that are now designated on Attachment A or as may hereafter be designated in writing by Franchisor as part of the System for use for System hotels. The Proprietary Marks may be modified by Franchisor from time to time.

"Publicly-held Franchisee" means a Franchisee or any direct or indirect owner of the Franchisee having equity securities representing at least a majority of the voting rights associated with such securities that are listed and traded on a recognized securities exchange.

The "System" is the collection of procedures, policies, standards, specifications, controls and other distinguishing elements which Franchisor or its Affiliates have developed for the establishment and operation of Wyndham business deluxe and resort hotels. The distinguishing characteristics of the System include, without limitation, standards and specifications for the establishment and operation of a Wyndham Hotel; proprietary reservation and property management systems; advertising, marketing and promotional programs; a Wyndham Hotel Directory; management and personnel training programs; operational standards, policies, procedures and techniques as prescribed in the Manual and a quality assurance program known as the "Wyndham Way," all of which may be changed, improved or further developed from time to time. The Wyndham Companies have all rights in and to the System and Franchisee has only the right to use the System under the terms and conditions of this Agreement.

"System Standards" has the meaning set forth in Section 6A.

"Transfer of control" of a publicly-held Franchisee means, with regard to the Franchisee or any entity that controls the Franchisee directly or indirectly (i) a merger, consolidation, reorganization, recapitalization or share or interest exchange, sale or transfer or any other transaction or series of transactions in which its equity interest holders immediately prior to such transaction or series of transactions receive in exchange for the equity interest owned by them, cash, property or securities of the resulting or surviving entity or any Affiliate thereof, and as a result thereof, persons or entities who, individually or in the aggregate, were holders of 50% or more of its voting equity interests, immediately prior to such transaction or series of transactions hold less than 50% of the voting equity interests of the surviving entity or such Affiliate thereof, calculated on a fully diluted basis, (ii) a direct or indirect sale, transfer or other conveyance or disposition, in any single transaction or series of transactions, of all or substantially all of its assets, (iii) the initial public offering of its securities, and (iv) any accumulation of the voting equity interests by an existing equity interest holder, or redemption or repurchase of voting equity interests by the issuer, which would result in any person acquiring 49% or more of any class of voting equity interest results in the person having the power to direct the management or affairs of Franchisee.

The "Wyndham Companies" include the Franchisor and any Affiliate of the Franchisor.

A "Wyndham Hotel" is a full-service or limited service upscale or luxury hotel operated under the Wyndham trade name.

CONVERSION ADDENDUM

This Conversion Addendum is made and entered into effective this 3rd day of March 2014 by and between Wyndham Hotels and Resorts, LLC ("Franchisor"), and Welcome Hotel Group, LLC ("Franchisee") with respect to the hotel located at 1 W. Lafayette St., Trenton, NJ 08608 (the "Hotel"). Capitalized terms used, but not defined, in this Addendum shall have the meanings assigned to them in the Wyndham Hotel Franchise Agreement for the Hotel of even date ("Franchise Agreement").

Recitals

Franchisor and Franchisee wish to enter into this Addendum to provide for the terms and conditions upon which the Hotel will be converted to a Wyndham Hotel ("Hotel").

Now, therefore, in consideration of the mutual promises and covenants set forth herein and in the Franchise Agreement, the parties agree as follows:

1. Conversion Requirements.

1.1 Franchisor and Franchisee have inspected the Hotel and have determined the work needed to be completed to convert the Hotel to a Wyndham Hotel pursuant to Franchisor's standards, as evidenced by those items in the PIP attached hereto as Schedule A-2 (the "Conversion Requirements").

1.2 Franchisee shall complete the Conversion Requirements on or before the dates specified in Schedule A-1 hereto. However, Franchisor may extend the date specified in Schedule A-1 for completion thereof for a reasonable period (not to exceed 60 days) and for no additional fee in case of delays caused by Force Majeure or other causes that Franchisor considers beyond Franchisee's reasonable control.

2. Furniture, Fixtures and Supplies. Franchisee shall bear the entire cost of renovating and converting the Hotel, including the cost of signs, equipment, furniture, furnishings and supplies. Franchisee shall order, purchase and/or lease and install all fixtures, equipment, furnishings, furniture, signs, supplies and other items necessary to complete and open the Hotel as specified in the Conversion Requirements.

3. Opening. Except as set forth in Section 4 hereof, Franchisee shall not operate or advertise the Hotel as a Wyndham Hotel until all of the conditions of this Section 3 are satisfied:

3.1 Those items on Schedule A-1 and A-2 hereto marked "C" for completion on or before March 31, 2014 (the "Conversion") have been completed under and subject to the Conversion Requirements;

3.2 Franchisee has hired and trained the staff necessary to operate the Hotel;

3.3 Franchisee has paid all amounts due Franchisor and its Affiliates;

3.4 Franchisee has given Franchisor written notice that all terms and conditions of this Addendum have been satisfied and the Hotel is ready to open for business as a Wyndham Hotel;

3.5 Franchisor has granted written approval to open and operate the Hotel as a Wyndham Hotel. Franchisor shall use its best efforts to inspect the Hotel within fourteen (14) days after receiving the notice specified in Section 3.4 above and to conduct any such other investigations that Franchisor deems necessary to determine whether Franchisee has satisfied all requirements for opening the Hotel as a Wyndham Hotel. Franchisor shall not be liable for delays or loss occasioned by the inability of Franchisor to complete its investigation and to make such determination for reasons beyond Franchisor's control; and

3.6 Except as permitted by Section 4 of this Addendum, Franchisee understands and agrees that it shall not operate the Hotel as part of the Wyndham System nor shall it advertise or otherwise hold out the Hotel as being a Wyndham Hotel until it has completed, and Franchisor has approved in writing, the opening of the Hotel pursuant to this Section 3.

4. Limited Trademark License.

4.1 If Franchisor certifies that the improvements are being made under and subject to the Conversion Requirements, such certification will constitute the grant of a limited, temporary license under which Franchisee may use the Wyndham trademark to advertise the Hotel's anticipated opening and to offer, sell and make reservations for guest rooms for guests arriving on or after the completion date for the Conversion Requirements set forth on Schedule A-1. Any advertisements may appear only on signs at the Approved Location and in print and broadcast media announcements that, in each instance, meet Franchisor's standards for design and quality.

4.2 Franchisor may, upon consultation with Franchisee, conditionally authorize Franchisee to open and operate the Hotel as a Wyndham Hotel even though Franchisee has not fully complied with the Conversion Requirements, if Franchisee has substantially complied with the Conversion Requirements and agrees to comply with all remaining terms thereof on or before the completion date specified in Schedule A-1. If Franchisee fails to comply with all such remaining terms on or before the completion date specified in Schedule A-1 (or any extension thereof that may be granted by Franchisor), Franchisor may terminate the Franchise Agreement pursuant to Section 17C thereof.

5. Termination. This Conversion Addendum shall remain in full force and effect until all items listed in Schedule A-2 have been completed. Upon any termination of the Franchise Agreement prior to the Opening Date as a result of Franchisee's failure to comply with the terms of this Conversion Addendum, Franchisee shall comply with all post-termination obligations under the Franchise Agreement, provided, however, in lieu of the lump sum payment for premature termination set forth in Section 18C of such Franchise Agreement, Franchisee shall pay the Franchisor a lump sum equal to $3,000 per guest room.

FRANCHISOR

WYNDHAM HOTELS AND RESORTS, LLC,
a Delaware limited liability company

[signature]
Michael Piccola, SVP

FRANCHISEE

WELCOME HOTEL GROUP, LLC,
a New Jersey limited liability company

By: [signature]
Name: Deepak Viswanath
Title: (Managing) Member

Schedule A-1
to Conversion Addendum

Items in Schedule A-2 to be Completed	Date to be Completed
C	On or before March 31, 2014
D1	On or before months from the Conversion
D2	On or before months from the Conversion
D3	Deferred until next required renovation

Schedule A-2
to Conversion Addendum

Property Improvement Plan

WYNDHAM GARDEN®

Wyndham Hotels and Resorts, LLC
PROPERTY IMPROVEMENT PLAN REPORT

Lafayette Yard Hotel & Conference Center
Trenton, NJ

Conversion To
Wyndham Garden

March 3, 2014

Revised March 13, 2014

PLAN REQUIREMENTS & SUBMITTAL PROCESS

Budgets and Schedules: This property improvement plan ('PIP') will serve as the preliminary schedule for all Conversion/Renovation work and the Franchisee/Owner is required to submit a detailed conversion schedule indicating construction and FFE procurement milestones and preliminary budget for same along with sources of funding prior to Conversion/Opening.

Owner (or owners agent) will be required to submit plans, project specifications, and interior design color boards/product cut sheets for review and approval prior to purchasing or beginning any renovations. Contact Development Planning and Construction for details of your submittal process. Any items not formally submitted for approval may require replacement or modification if they do not meet Design Standards. The appropriate Wyndham Design Standards Manual is available as a comprehensive outline for the required design documentation and submittal process. This will be part of all executed License Agreements.

All plans are required to be submitted as printed full size sheets and will be kept at the corporate office for future reference. Color boards and printed specification books will be returned only upon request when accompanied by a pre-addressed return label and UPS, FedEx or other shipper billing number.

OVERVIEW

The PIP identifies specific items inspected at the Facility and were not in compliance with brand standards and need to be corrected. It is the responsibility of the Owner/Franchisee to review the Brand Standards Manual for a complete description of all standards and to maintain Brand Standards for any areas of the property that are not specifically covered in this PIP. In addition, you are responsible for ensuring that the Facility is constructed, improved, maintained and operated in compliance with all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, the Americans with Disabilities Act and its Accessibility Guidelines. This PIP was based on a random sample inspection of the Facility during the quality assurance evaluation on the date specified. You may need to take additional actions to meet brand standards or comply with law or, at our discretion, if the condition of the Facility changes materially since the inspection date or if the brand standards change.

All items in this PIP are required to be completed no later than the timeframes noted. Time extensions in no way imply a waiver. Failure to comply with specified deadlines for completing items may result in default under your license or franchise agreement and reservation service suspension. All items will continue to be evaluated on condition, appearance and adherence to brand standards through periodic quality assurance inspections. Any items on a future quality assurance inspection that do not meet brand standards will be required to be remedied. Failure to maintain acceptable levels of condition and appearance and adherence to brand standards may be grounds for default under the Franchise or License Agreement.

The Brand Standards reference provided within this PIP is to help guide you in finding the details of the standards you are required to comply with as part of this PIP. The reference provided is in no way complete instructions on the work required to fulfill the PIP requirements. Prior to the commencement of all work you are required to ensure you are complying with the most current standards. Please consult your Development Director or noted department with specific questions to comply with the requirements contained in the PIP. To obtain access to the Brand Standards please visit https://whgstandards.iraqa.com/ and submit an account application. Your request will be reviewed and processed in a timely manner.

By signing this PIP, I acknowledge and agree that select pieces of this PIP may be provided to our approved vendors for the purpose of their offering you products and services that are required to complete this PIP. Only information necessary for the vendor to offer their products and services will be provided, including contact information, property address, number of rooms, brand converting to, and a list of items related to necessary or required products and services.

ONLY THE FRANCHISOR MAY REVISE THIS PIP. THE PIP IS VOID 180 DAYS AFTER THE INSPECTION DATE UNLESS THE FRANCHISE OR LICENSE AGREEMENT BECOMES EFFECTIVE.

The Franchise Review Committee may in its discretion revise this PIP as a condition of approving your application. You should not consider this PIP to be final until we sign the License or Franchise Agreement.

Signed: [signature] Date: 3/27/14

Print Name: DEEPAK VISWANATH

Revisions- All Previous Copies are Invalid
3/13/14 DE/WS

OWNER APPLICANT	
Property Name:	Lafayette Yard Hotel & Conference Center
Property Address:	1 West Lafayette Street
City:	Trenton
St.	NJ
Zip:	08608
Country/Region:	United States
Brand	Wyndham
Tier.	Garden
Opportunity Name:	WYN-Trenton-NJ-197
Account Name:	Welcome Hotel Group
Owner/Applicant	Bonod Viswanath
Owner Phone:	609-656-4500
Development Director:	Michael Mazzucca
Phone:	(973) 632-7253
Nearest City & State	Trenton, New Jersey

INSPECTION INFORMATION	
QA Consultant:	Shelton Kilby
QA Inspection Date:	2
QA Grade:	Not Available
PIP Prepared By:	
PIP Reviewed By:	

PROPERTY INFORMATION	
Age of Property:	12 Years
Total Number of Floors:	7
Single/Double Loaded:	Double Loaded
Exterior/Interior Corridor:	Interior Corridor
Construction:	Concrete Block and Plank
Competition:	Not Available
Clientele:	Primary - Business, Secondary - Leisure
Total Licensed Guestrooms:	197
Total Meeting Rooms	11
Total Restaurants	1
Total Lounges	1

BRAND STANDARD VARIANCES

The non-compliant items on the PIP are separated by area of work (exterior, public areas, food and beverage, and guestrooms) and fall into three categories:
1) CTO (Critical To Open Brand standards)- These brand standards are key in affiliating yourself with the brand and are critical to open your facility. Each of the items listed must be completed prior to opening your facility unless otherwise noted.

2) ST (Brand Standards)- These standards are required to affiliate yourself with the brand. All items noted with an ST must be completed within the required timeframe.

3) COND (Condition)- Those items reviewed did not meet brand quality standards. These items have a negative impact to the guest experience and must be corrected within the noted timeframes and if applicable comply with current brand standards. We recommend all franchisees implement and adhere to an ongoing self inspection and preventative maintenance program.

Area of work	Subject / Location of Work	Category of Work	CTO ST COND	Scope of Work	Complete By	Brand Standard Reference
Exterior	Signage	Exterior and Interior Signage	CTO	Provide approved exterior and interior signage per Brand graphic standard specifications. For exterior signage a fully executed prepaid contract with an approved sign vendor must be provided prior to commencement. Please contact a property openings manager at 800-343-7639 for approved sign vendor information. Existing signage that is logo'd, or has a style or color that is associated with another brand or incompatible with current Brand Standards, or if signs are missing from required places must be replaced or installed.	Prior to Open	100.03.02 / 200.01.01 / 200.01.02 / 300.02.03 / 400.02.03 / 500.02.06 / 700.04.03
Exterior	Building - Roof	Maintenance	CTO	Presence of ceiling damage indicates an active roof leak(s). Investigation and repair by a certified contractor is required prior to renovation.	Prior to Open	100.02.09 / 200.03.10
Exterior	Parking	Paving	COND	Curbing - Repaint curbing at driveway along building front.	2 Months after opening	100.02.09 / 200.02.05
Public Areas	Lobby	FF&E	COND	Professionally clean existing carpet prior to opening. Replacement of carpet must be completed with 18 months of opening.	Within Noted Timeframe	100.02.09 / 300.02.05 / 300.02.06
Public Areas	Lobby	Finishes	COND	Refinish wood base to make like new.	Prior to Open	100.02.09 / 300.02.06
Public Areas	Lobby	Maintenance	COND	Wallcovering - Repair and/or replace existing wallcovering where defects occur to provide a consistent appearance.	Prior to Open	100.02.09 / 300.02.06
Public Areas	Lobby	FF&E	COND	Lobby Artwork- Upgrade existing lobby art package. New package must be professionally displayed.	18 Months after opening	100.02.09 / 300.02.06
Public Areas	Lobby	FF&E	COND	Lobby Seating- Upgrade miscellaneous pieces of upholstered leisure soft seating	3 Months after opening	100.02.09 / 300.02.06 / 300.02.10
Public Areas	Lobby	FF&E	COND	Professionally clean existing lobby window treatments prior to opening. Replacement of window treatments must be completed with 18 months of opening.	Within Noted Timeframe	100.02.09 / 300.02.12
Public Areas	Lobby	FF&E	COND	Reimage existing guest registration desk with a style that compliments Wyndham requested public space upgrades.	18 Months after opening	100.02.09 / 300.02.02 / 300.02.06
Public Areas	Elevators	FF&E	COND	Refinish brass trim at elevator cab control panel, reveals, and door	Prior to Open	100.02.09 / 400.02.04
Public Areas	Elevators	FF&E	COND	Flooring- Replace flooring in elevator cab(s).	3 Months after opening	100.02.09 / 400.02.04
Public Areas	Corridor	FF&E	COND	Carpet- Replace existing corridor carpet with new.	6 Months after opening	100.02.09 / 400.02.01

Area of work	Subject / Location of Work	Category of Work	CTO ST COND	Scope of Work	Complete By	Brand Standard Reference
Public Areas	Corridor	Maintenance	COND	Wallcovering - Repair and/or replace existing wallcovering where defects occur to provide a consistent appearance.	6 Months after opening	100.02.09 / 400.02.01
Public Areas	Fitness Room	FF&E	COND	Flooring - Upgrade existing flooring with resilient commercial rubber flooring.	1 Year after opening	100.02.09 / 400.03.05
Public Areas	Fitness Room	FF&E	COND	Wallcovering - Upgrade existing wallcovering with a style that compliments Brand required guestroom corridor and guestroom interior décor upgrades.	1 Year after opening	100.02.09 / 400.03.05
Public Areas	Fitness Room	FF&E- Lighting	COND	Lighting Upgrade - Replace existing 2 x 4 lay-in lighting with acrylic lense with new parabolic reflectors	1 Year after opening	100.02.09 / 400.03.05
Public Areas	Fitness Room	FF&E	ST	Fitness Equipment - Where possible provide additional exercise bench, mats, or other equipment as necessary to accommodate guests.	Prior to Open	400.03.02
Public Areas	Meeting Pre-function	FF&E	COND	Artwork - Upgrade existing meeting pre-function art package. New package must be professionally displayed.	6 Months after opening	300.01.02
Food & Beverage	Meeting Pre-function	FF&E	COND	Replace existing carpet and pad with new.	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Meeting Pre-function	FF&E	COND	Seating - Upgrade miscellaneous pieces of upholstered leisure soft seating to compliment Brand requested improvements.	6 Months after opening	500.01.10
Food & Beverage	Ballroom	FF&E	COND	Carpet - Replace existing carpet and pad with new	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Ballroom	Finishes	COND	Wall Base - Refinish existing wood base to make like new.	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Ballroom	Finishes	COND	Replace wall vinyl with new	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Ballroom	Finishes	COND	Skim and paint (or stain) trim, ceilings, doors and doorframes, and walls.	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Meeting Room	FF&E	COND	Carpet - Replace existing carpet and pad with new	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Meeting Room	FF&E	COND	Wallcovering - Replace existing textured or fabric covered wall panels with new.	1 Year after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Meeting Room	FF&E	COND	Window Treatments - Replace existing window treatments with new, including decorative panels, drapes, and valences.	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	3-Meal Restaurant (The Archive)	Maintenance	COND	Carpet Conditional - Clean existing carpet to make like new. Where severe damage occurs, full replacement may be required	Prior to Open	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	FF&E	COND	Carpet - Replace existing carpet with new.	6 Months after opening	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	Maintenance	COND	Wallcovering - Repair and/or replace existing wallcovering where defects occur to provide a consistent appearance.	6 Months after opening	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	FF&E	COND	Window Treatments - Clean existing window treatments to make like new.	6 Months after opening	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	FF&E	COND	Seating Package - Clean seating package to make like new. Where severe deficiencies occur, full replacement may be required.	Prior to Open	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	OS&E	COND	Refinish existing buffet service equipment to make like new.	Prior to Open	100.02.09 / 600.05.06 / 600.05.07
Guestrooms	Corridor	FF&E	COND	Carpet - Replace existing corridor carpet with new	3 Years after opening	400.02.03
Guestrooms	Corridor	FF&E	COND	Vending Area Walls - Replace existing vending area wall vinyl with new.	6 Months after opening	400.02.03
Guestrooms	Corridor	FF&E	COND	Vending Area Floors - Replace existing vending area flooring with new.	6 Months after opening	100.02.09 / 700.04.01 / 700.04.02

Area of work	Subject / Location of Work	Category of Work	CTO ST COND	Scope of Work	Complete By	Brand Standard Reference
Guestrooms	Guestrooms	FF&E	COND	Wallcovering - Upgrade existing wallcovering with a style that compliments Brand required guestroom corridor and guestroom interior décor upgrades.	3 Years after opening	100.02.09 / 700.04.06
Guestrooms	Guestrooms	FF&E	COND	Carpet- Replace existing guestroom carpet with new.	3 Years after opening	100.02.09 / 700.04.05
Guestrooms	Guestrooms	FF&E	COND	Upgrade existing guestroom interior décor package with new to reflect a blend of modern and traditional design characteristics.	3 Years after opening	Standards Manual
Guestrooms	Guestroom Casegoods	FF&E	COND	Artwork- Upgrade existing artwork package	3 Years after opening	100.02.09 / 700.04.07
Guestrooms	Guestroom Casegoods	FF&E- Casegoods	COND	Casegoods- Replace/provide casegoods package to include chairs.	3 Years after opening	100.02.09 / 700.04.12 / 700.04.13 / 700.04.14 / 700.04.15 / 700.04.16 / 700.04.17 / 700.04.18
Guestrooms	Guestroom Casegoods	FF&E- Casegoods	COND	*Headboards - Upgrade existing guestroom headboards*	3 Years after opening	100.02.09 / 700.04.12 / 700.04.13
Guestrooms	Guestroom Casegoods	FF&E- Casegoods	COND	Leisure Seating - Upgrade existing occasional chairs/arm-chairs and ottomans	3 Years after opening	100.02.09 / 700.04.12 / 700.04.17
Guestrooms	Guestroom Casegoods	FF&E- Casegoods	COND	Desk Chairs- Replace existing task chair (desk chair) with Wyndham signature task chair	6 Months after opening	100.02.09 / 700.04.12 / 700.04.17
Guestrooms	Guestroom Casegoods	FF&E- Casegoods	COND	Sofas - Upgrade existing sofas and sofa beds.	3 Years after opening	100.02.09 / 700.03.08 / 700.04.12 / 700.04.17
Guestrooms	Guestroom Lighting / Power	FF&E- Lighting	COND	Lamp Package- Upgrade existing decorative lighting package, complete with integrated electrical receptacles in lamp bases.	3 Years after opening	700.04.04 / 700.04.12
Guestrooms	Guestroom Equipment & Supplies	OS&E- Televisions	ST	Replace color and remote operable televisions ensuring Brand Standard requirements are met	3 Years after opening	100.02.09 / 700.05.01 / 700.05.02 / 700.05.03 / 700.05.04 / 700.05.05
Guestrooms	Guestroom Equipment & Supplies	OS&E	CTO	Provide guestroom supplies per Brand Standards	Prior to Open	100.02.09 / 700.07.01
Guestrooms	Guestroom Window Treatment	FF&E	COND	Window Treatments - Upgrade existing window treatments.	3 Years after opening	100.02.09 / 700.04.10
Guestrooms	Guestroom Bed / Bedding / Linen	OS&E- Bedsets	COND	Bedsets- Replace bedsets (mattresses and boxsprings) more than 5 years of age with Wyndham signature beds.	Prior to Open	100.02.09 / 700.03.00 / 700.03.01
Guestrooms	Guestroom Bed / Bedding / Linen	OS&E	COND	Bed Toppings - Replace bed toppings with one of the Brand approved bedding program options. Bed toppings must coordinate with draperies	Prior to Open	700.03.01 / 700.03.03 / 700.03.05 / 100.02.09
Guestrooms	Guest Bath	FF&E	COND	Wallcovering - Replace existing vinyl wall covering with new, or texture and paint	3 Years after opening	100.02.09 / 700.02.01
Guestrooms	Guest Bath	FF&E - Vanities	COND	Vanity/Vanity Sink Units - Upgrade existing guest bathroom vanity, complete with new stone countertop, undermount sink, and boutique style wood base with shelving.	3 Years after opening	100.02.09 / 700.02.03
Guestrooms	Guest Bath	FF&E- Lighting	COND	Vanity Lighting- Upgrade existing guest bathroom vanity lighting	3 Years after opening	100.02.09 / 700.02.04
Guestrooms	Guest Bath	FF&E	COND	Vanity Mirrors- Retrofit or replace existinbg vanity mirrors with new, complete with decorative frames	3 Years after opening	100.02.09 / 700.02.03
Guestrooms	Guest Bath	FF&E	COND	Plumbing Fixtures- Clean and refinish existing plumbing fixtures to make like new.	Prior to Open	100.02.09 / 700.02.03
Guestrooms	Guest Bath	FF&E	ST	Stack Racks- Replace stack type towel racks with towel bar/shelf combinations and refinish affected wall areas to provide a consistent appearance.	3 Years after opening	100.02.09 / 700.02.03
Guestrooms	Guest Bath Supplies	OS&E	CTO	Provide bath amenities package per Brand Standards.	Prior to Open	700.02.06 / 700.02.07
Back of House	General	Technology	ST	Ensure high-definition A/V signal and display is available in the public areas and guestrooms throughout the hotel	Prior to Open	700.05.01

TECHNOLOGY ADDENDUM

THIS TECHNOLOGY ADDENDUM (this "**Addendum**") is made and entered into as of March 31, 2014 (the "**Addendum Date**") by and between **WELCOME HOTEL GROUP, LLC**, a New Jersey limited liability company ("**Franchisee**", "**you**", or "**yours**"), and **WYNDHAM HOTELS AND RESORTS, LLC**, a Delaware limited liability company ("**WHR**", "**we**", "**us**" or "**our**"). Capitalized terms used but not defined in this Addendum shall have the meanings assigned to them in that certain Franchise Agreement, dated as of March 31, 2014 (the "Agreement"), by and between the Parties with respect to the Wyndham Garden located in Trenton, NJ (the "Hotel").

RECITALS

A. WHR is rolling out a new property-level network architecture that will address the Hotel's property management system ("PMS") and its related operations, network operations, workstation and server administration, security administration (including firewall installation), web browsing, event logging and retention (the "Network Architecture"). WHR will provide and install the Network Architecture at the Hotel in order to further enhance the Hotel's network security, and memorialize the additional services that it will provide to the Hotel and the parameters under which it will provide such services.

B. The execution of this Addendum by both Parties is a condition precedent to installing the Network Architecture and the provision of any services outlined in this Addendum. The installation of the Network Architecture and the provision of services set forth in this Addendum will be conducted in accordance with the terms and conditions set forth in this Addendum, which supplements the Agreement and is incorporated therein.

TERMS

The Parties therefore agree as follows:

1. Network Architecture. WHR will provide the Network Architecture to the Hotel to address its PMS and related operations, network operations, workstation and server administration, security administration (including firewall installation), web browsing, event logging and retention items.

2. Approved Connectivity Devices. WHR has put forth a tremendous effort and expense to further enhance the security of its network, which requires the Hotel to install the Network Architecture. In order to ensure the Network Architecture is installed and operated properly, the devices listed below will be required, and as a condition to installing and maintaining the Network Architecture at the Hotel, you acknowledge and agree that (i) only those devices listed in subpart (b) below and devices that are pre-approved by WHR will be permitted on or granted connectivity to the Wyndham network, and (ii) any devices that reside on the Wyndham network and integrate with the Hotel's infrastructure are prohibited from connecting to any other network. Should you desire to install any other connections or devices at the Hotel that would require access to the Wyndham network, you must submit a written notice of such request to us and we will review such devices or connections. Approval of such connections or devices will be in our sole discretion, and (a) may be dependent upon modifications we reasonably believe to be required, (b) may require you to grant us access to such connections in order to ensure that they properly connect to the Wyndham network, (c) may require payment of a fee to WHR in an amount determined in its sole but reasonable discretion based upon the actual costs incurred for its review of such connections or devices and related services, and (d) will require a further amendment to the Agreement.

(a) Devices that will be purchased by WHR on behalf of the Hotel and used to connect the Hotel and the Wyndham network:

- Firewall
- Cisco Switches
- Cisco Router

(b) Devices purchased by the Hotel that will connect the Hotel's Infrastructure to the Wyndham network, which will be located on the Wyndham domain and are subject to all requirements set forth in the Wyndham Worldwide Corporate Security Policy and supporting standards (which are available to you upon request):

- Property Management Server
- Opera Interface Server
- One Domain Controller
- Front Desk Point-of-Sale terminals
- One Network Attached Storage Device
- Devices that utilize or integrate with the Property Management System as their primary purpose

3. Wyndham Maintenance Obligations. Once installation of the Network Architecture is complete, WHR will only be responsible for maintaining the Wyndham network, including all devices and servers that are a part of such network. Accordingly, you acknowledge and agree that selection or installation of any other servers, programs, equipment or other devices installed at the Hotel or used by the Hotel outside of the Wyndham network will be at the discretion and responsibility of Franchisee and WHR will only have an obligation to update its network, including all devices and servers that are a part of such network.

4. Technology Services. Upon completion of the Network Architecture installation, WHR shall provide the technology services described on Schedule A attached hereto.

5. No Further Amendment. Except as expressly provided in this Addendum, the Parties intend no amendment or modification of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

WELCOME HOTEL GROUP, LLC

By: [signature]
Name: DEEPAK VISWANATH
Its: (Managing) Member

WYNDHAM HOTELS AND RESORTS, LLC

By: [signature]
Michael Piccola, SVP

SCHEDULE A

TECHNOLOGY SERVICES

1. **Network Operations**

1.1 Network availability and associated monitoring: Wyndham will provide availability, capacity and performance monitoring of the devices that provide connectivity to the Wyndham network.

1.2 Internet connectivity: Wyndham will provide filtered and monitored access to the internet for all devices connected to the Wyndham network, subject to the approval process set forth in Section 2 of this Addendum.

1.3 Email services: Wyndham will provide email services for end users on the Wyndham network. Such services will consist of account creation and setup, system administration and maintenance tasks, availability and performance monitoring, and system backup and restore activities.

2. **Workstation administration**

2.1 Initial workstation setup: Wyndham will configure all workstations that are connected to the Wyndham network and approved by Wyndham per Section 2 of this Addendum, using the Wyndham standard image and will tailor such workstations to comply with all Wyndham Worldwide Security and Operating Policies (the "**Wyndham Security Policies**").

2.2 *Ongoing server maintenance:* *Wyndham will maintain server hardware and operating systems that are* connected to the Wyndham network and approved by Wyndham per Section 2 of this Addendum, in accordance with all manufacturer specifications.

2.3 Workstation "health" monitoring: Wyndham will monitor all workstations that are connected to the Wyndham network and approved by Wyndham per Section 2 of this Addendum, and ensure that such workstations are updated with current anti-virus and security patches in accordance with the Wyndham Security Policies.

3. **Server administration**

3.1 Initial server setup: Wyndham will configure all servers that are connected to the Wyndham network and approved by Wyndham per Section 2 of this Addendum using the Wyndham standard image and will tailor such servers to comply with the Wyndham Security Policies.

3.2 Ongoing server maintenance: Wyndham will maintain server hardware and operating systems that are connected to the Wyndham network and approved by Wyndham per Section 2 of this Addendum, in accordance with all manufacturer specifications.

3.3 Backup and recovery: Wyndham will provide backup and recovery services for all servers that are connected to the Wyndham network and approved by Wyndham per Section 2 of this Addendum. Activities performed in the delivery of this service will include the review and updating of system recovery requirements and the updating of hardware and software as necessary, executing the backup on a regular basis, resolving backup issues as reported by Franchisee, and restoring backed up data as requested by Franchisee. For the avoidance of doubt, Wyndham will not provide storage services for the backed-up data; accordingly, Franchisee shall be responsible for maintaining such backed-up data in accordance with all applicable laws, regulations and industry standards. Additionally, Wyndham's provision of such backup and recovery services is dependant upon Franchisee mounting and replacing backup tapes as necessary.

3.4 Server availability and "health" monitoring: Wyndham will monitor all servers that are connected to the Wyndham network and approved by Wyndham per Section 2 of this Addendum, and ensure that such servers are operating efficiently and are updated with current anti-virus and security patches in accordance with the Wyndham Security Policies.

4. Security Administration

4.1 Granting and terminating of network, internet access, and shared drives: Wyndham may, in its sole discretion, grant and terminate access to the Wyndham network including all internet access and shared drives. For purposes of clarity, Franchisee may request that such access be granted or terminated at any time, and Wyndham shall have the right to comply or not comply with such request in its sole discretion. Additionally, Wyndham may terminate access to the Wyndham network for cause in the event that the Hotel or an end user violates the Wyndham Worldwide Corporate Security Policy and supporting standards.

4.2 Firewall administration: Wyndham will procure, install, operate and maintain one or more firewalls to provide segregation of applications and services on the Wyndham network.

4.3 Security monitoring: Wyndham will provide logging and monitoring of security events for all devices that are connected to the Wyndham network and approved by Wyndham per Section 2 of this Addendum. Such services will include a periodic review of security event logs, periodic scanning, and vulnerability testing of all such devices.

5. Property Management System ("PMS") and related operations

5.1 Installation of PMS application: Wyndham will provide properly configured servers and a properly configured operating system to facilitate the installation of the PMS. For purposes of clarity, Franchisee and the vendors that it selects for the Hotel are responsible for the installation, configuration and maintenance of the PMS.

5.2 Interface with credit card processor: Upon Franchisee's request, Wyndham will use commercially reasonable efforts to provide connectivity to acquiring banks for credit card processing for the PMS. For purposes of clarity, Wyndham will not provide any installation and maintenance services for any local applications associated with credit card processing, and all connectivity for credit card processing by devices not on the Wyndham domain will be the responsibility of the Franchisee.

EXHIBIT B

AMENDMENT TO FRANCHISE AGREEMENT

THIS " AMENDMENT" is made and entered into as of the 31 day of May 2014 (the "Amendment Date") by and between WYNDHAM HOTELS AND RESORTS, LLC ("Franchisor"), Welcome Hotel Group, LLC ("Franchisee") and Banad Vishwanath and Deepak Vishwanath ("Guarantors"). This Amendment supplements that certain Franchise Agreement, dated as of March 31, 2014 (as amended, the "Franchise Agreement") relating to a license to operate a Wyndham facility located at 1 West Lafayette Street, Trenton, NJ 08608 and designated as Unit #48471-04778-01 (the "Hotel"). To the extent of any conflict between the Franchise Agreement and this Amendment, this Amendment shall control.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and promises herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, intending to be legally bound hereby, it is agreed as follows:

1. Amendment to the Franchise Agreement. Franchisee and Franchisor hereby agree to amend the following provisions of the Franchise Agreement:

(a) The Property Improvement Plan dated March 3, 2014 is removed in its entirety and replaced with the Property Improvement Plan revised April 18, 2014, attached hereto.

(b) Attachment A, Number of guest rooms is revised to read as follows:

Total number of approved guest rooms: 197
Total number of open guest rooms: 164
Total number of closed guest rooms: 33

(c) The Franchise Agreement is further amended by the addition of Section 30.5, Closed Rooms as follows:

30.5 Closed Rooms. Franchisor and Franchisee acknowledge that the Hotel contains 197 total guest rooms. However, Franchisee is authorized to open for chain guests, after completing any pre-opening Conversion Requirements, only 164 guest rooms ("Open Rooms"). At Franchisee's request, Franchisee is authorized to initially exclude the 33 remaining guest rooms ("Reserve Rooms"). The Reserve Rooms will contain no Proprietary Marks, Mark-bearing supplies or materials, or any other System identification. The Reserve Rooms shall not be capable of rental to any guests. Franchisee will not place any Reserve Rooms in service as Open Rooms at the Hotel until renovated to meet System Standards for entering conversion rooms, and until Franchisor inspects and approves the Reserve Rooms to be added as Open Rooms. Franchisee must commence renovation of the Reserve Rooms by the dates set forth in the Punchlist and diligently complete the renovation. Franchisee shall be required to open the 33 Reserve Rooms after first certifying to Franchisor that they meet System Standards, and obtaining Franchisor's approval to open them (which Franchisor will not unreasonably withhold or delay) no later than the third anniversary of the Opening Date. No room addition fee shall be due upon the opening of the Reserve Rooms. Franchisee's promise and obligation to open the Reserve Rooms within the required timeframes is a material inducement for Franchisor to enter into this Agreement with Franchisee, and any breach of Franchisee's obligation under this Section is material. Franchisee further agrees to amend this Agreement as necessary to reflect the appropriate number of Open Rooms on Attachment A. If Franchisee violates this Section and rents a Reserve Room to a chain guest prior to Franchisor's approval, the violation will be treated as a default under Section 17, and Franchisee's second violation of this Section will be treated as endangering the health and safety of guests under Section 17.

228715

2. No Further Amendment. Except as expressly set forth in this Amendment, no further amendments or modifications of the Franchise Agreement are intended by the parties and the Franchise Agreement as amended by this Amendment is in full force and effect, is hereby ratified and affirmed and shall be binding upon the parties hereto and their respective successors and permitted assigns. References to the Franchise Agreement after the date hereof shall mean the Franchise Agreement as amended pursuant to this Amendment.

3. Miscellaneous

(a) Capitalized terms used in this Amendment that are not defined herein shall have the respective meanings provided therefore in the Franchise Agreement.

(b) The captions used for the Sections in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Amendment or any Section hereof.

(c) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be construed as a single instrument.

(d) In the event any provision of this Amendment is declared or adjudged to be unenforceable or unlawful by any governmental authority, then such unenforceable or unlawful provision shall be excised herefrom, and the remainder of this Amendment, together with all rights and remedies granted thereby, shall continue and remain in full force and effect.

(e) The Franchise Agreement, as amended by this Amendment, constitutes the entire agreement between the parties hereto with respect to the matters covered hereby and thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Amendment or the Franchise Agreement are hereby canceled.

(f) This Amendment shall be governed by and construed under the law governing the *Franchise Agreement*.

(g) Franchisee acknowledges that the existence of this Amendment and the granting of the benefits herein are strictly confidential between Franchisor and Franchisee Part of the consideration *received by Franchisor for granting the benefits is Franchisee's obligation to maintain confidentiality* about this Amendment and its benefits. Therefore, Franchisee agrees not to disclose to any person or entity the existence or subject matter of this Amendment, or the benefits granted hereunder, except under compulsion of law or to attorneys or accountants as needed for assistance with representation of or advice to Franchisee. Within your organization, information about this Amendment will be disclosed to agents, officers, affiliates and contractors on a "need to know" basis only. If Franchisee violates this confidentiality obligation, no further benefits will be available from that time and thereafter, to the extent that the benefits have not then been fully utilized upon written notice from Franchisor.

(h) Franchisee, on behalf of itself, its partners, officers, employees, directors, shareholders, representatives, agents, successors and assigns, hereby releases and holds harmless Franchisor, its officers, employees, agents, directors, shareholders, representatives, affiliates, parent entities and subsidiaries (collectively, "Releasees") and the predecessors, successors and assigns of the Releasees, from any and all claims and causes of action whatsoever arising prior to and through the date of this Amendment relating to or arising out of the Franchise Agreement, the relationship between the parties, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date indicated above:

WYNDHAM HOTELS AND RESORTS, LLC:

By: ______________________
Michael Piccola, Senior Vice President

WELCOME HOTEL GROUP, LLC:

By: ______________________
Title: Managing Member

GUARANTORS:

By: ______________________
Name: Banad Vishwanath

By: ______________________
Name: Deepak Vishwanath

WYNDHAM GARDEN

Wyndham Hotels and Resorts, LLC
PROPERTY IMPROVEMENT PLAN REPORT

Lafayette Yard Hotel & Conference Center
Trenton, NJ

Conversion To
Wyndham Garden

March 3, 2014

Revised April 18, 2014

PLAN REQUIREMENTS & SUBMITTAL PROCESS

Budgets and Schedules: This property improvement plan ("PIP") will serve as the preliminary schedule for all Conversion/Renovation work and the Franchisee/Owner is required to submit a detailed conversion schedule indicating construction and FFE procurement milestones and preliminary budget for same along with sources of funding prior to Conversion/Opening.

Owner (or owners agent) will be required to submit plans, project specifications, and interior design color boards/product cut sheets for review and approval prior to purchasing or beginning any renovations. Contact Development Planning and Construction for details of your submittal process. Any items not formally submitted for approval may require replacement or modification if they do not meet Design Standards. The appropriate Wyndham Design Standards Manual is available as a comprehensive outline for the required design documentation and submittal process. This will be part of all executed License Agreements.

All plans are required to be submitted as printed full size sheets and will be kept at the corporate office for future reference. Color boards and printed specification books will be returned only upon request when accompanied by a pre-addressed return label and UPS, FedEx or other shipper billing number.

OVERVIEW

The PIP identifies specific items inspected at the Facility and were not in compliance with brand standards and need to be corrected. It is the responsibility of the Owner/Franchisee to review the Brand Standards Manual for a complete description of all standards and to maintain Brand Standards for any areas of the property that are not specifically covered in this PIP. In addition, you are responsible for ensuring that the Facility is constructed, improved, maintained and operated in compliance with all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, the Americans with Disabilities Act and its Accessibility Guidelines. This PIP was based on a random sample inspection of the Facility during the quality assurance evaluation on the date specified. You may need to take additional actions to meet brand standards or comply with law or, at our discretion, if the condition of the Facility changes materially since the inspection date or if the brand standards change.

All items in this PIP are required to be completed no later than the timeframes noted. Time extensions in no way imply a waiver. Failure to comply with specified deadlines for completing items may result in default under your license or franchise agreement and reservation service suspension. All items will continue to be evaluated on condition, appearance and adherence to brand standards through periodic quality assurance inspections. Any items on a future quality assurance inspection that do not meet brand standards will be required to be remedied. Failure to maintain acceptable levels of condition and appearance and adherence to brand standards may be grounds for default under the Franchise or License Agreement.

The Brand Standards reference provided within this PIP is to help guide you in finding the details of the standards you are required to comply with as part of this PIP. The reference provided is in no way complete instructions on the work required to fulfill the PIP requirements. Prior to the commencement of all work you are required to ensure you are complying with the most current standards. Please consult your Development Director or noted department with specific questions to comply with the requirements contained in the PIP. To obtain access to the Brand Standards please visit https://whgstandards.traqs.com/ and submit an account application. Your request will be reviewed and processed in a timely manner.

By signing this PIP, I acknowledge and agree that select pieces of this PIP may be provided to our approved vendors for the purpose of their offering you products and services that are required to complete this PIP. Only information necessary for the vendor to offer their products and services will be provided, including contact information, property address, number of rooms, brand converting to, and a list of items related to necessary or required products and services.

ONLY THE FRANCHISOR MAY REVISE THIS PIP. THE PIP IS VOID 180 DAYS AFTER THE INSPECTION DATE UNLESS THE FRANCHISE OR LICENSE AGREEMENT BECOMES EFFECTIVE.

The Franchise Review Committee may in its discretion revise this PIP as a condition of approving your application. You should not consider this PIP to be final until we sign the License or Franchise Agreement.

Signed: [signature] Date: 5/22/14

Print Name: DEEPAK VISWANATH

Revisions- All Previous Copies are Invalid
3/13/14 DE/WS 4/14/14 DE/JR

OWNER/APPLICANT	
Property Name:	Lafayette Yard Hotel & Conference Center
Property Address:	1 West Lafayette Street
City:	Trenton
St.	NJ
Zip:	08608
Country/Region:	United States
Brand	Wyndham
Tier	Garden
Opportunity Name:	WYN-Trenton-NJ-197
Account Name:	Welcome Hotel Group
Owner/Applicant	Binod Viswanath
Owner Phone:	609-656-4500
Development Director:	Michael Mazzucca
Phone:	(973) 632-7253
Nearest City & State	Trenton, New Jersey

INSPECTION INFORMATION	
QA Consultant:	Shelton Kilby
QA Inspection Date:	2
QA Grade:	Not Available
PIP Prepared By:	Shelton Kilby
PIP Reviewed By:	Shelton Kilby

PROPERTY INFORMATION	
Age of Property:	12 Years
Total Number of Floors:	7
Single/Double Loaded:	Double Loaded
Exterior/Interior Corridor:	Interior Corridor
Construction:	Concrete Block and Plank
Competition:	Not Available
Clientele:	Primary - Business, Secondary - Leisure
Total Licensed Guestrooms:	197
Total Meeting Rooms	11
Total Restaurants	1
Total Lounges	1

BRAND STANDARD VARIANCES

The non-compliant items on the PIP are separated by area of work (exterior, public areas, food and beverage, and guestrooms) and fall into three categories:
1) CTO (Critical To Open Brand standards)- These brand standards are key in affiliating yourself with the brand and are critical to open your facility. Each of the items listed must be completed prior to opening your facility unless otherwise noted.

2) ST (Brand Standards)- These standards are required to affiliate yourself with the brand. All items noted with an ST must be completed within the required timeframe.

3) COND (Condition)- These items reviewed did not meet brand quality standards. These items have a negative impact to the guest experience and must be corrected within the noted timeframes and if applicable comply with current brand standards. We recommend all franchisees implement and adhere to an ongoing self inspection and preventative maintenance program.

Area of work	Subject / Location of Work	Category of Work	CTO ST COND	Scope of Work	Complete By	Brand Standard Reference
Exterior	Signage	Exterior and Interior Signage	CTO	Provide approved exterior and interior signage per Brand graphic standard specifications. For exterior signage a fully executed prepaid contract with an approved sign vendor must be provided prior to commencement. Please contact a property openings manager at 800-343-7639 for approved sign vendor information. Existing signage that is logo'd, or has a style or color that is associated with another brand or incompatible with current Brand Standards, or if signs are missing from required places must be replaced or installed.	Prior to Open	100.03.02 / 200.01.01 / 200.01.02 / 300.02.03 / 400.02.03 / 500.02.06 / 700.04.03
Exterior	Building - Roof	Maintenance	CTO	Presence of ceiling damage indicates an active roof leak(s). Investigation and repair by a certified contractor is required prior to renovation.	Prior to Open	100.02.09 / 200.03.10
Exterior	Parking	Paving	COND	Curbing - Repaint curbing at driveway along building front.	2 Months after opening	100.02.09 / 200.02.05
Public Areas	Lobby	FF&E	COND	Professionally clean existing carpet prior to opening. Replacement of carpet must be completed with 18 months of opening.	Within Noted Timeframe	100.02.09 / 300.02.05 / 300.02.06
Public Areas	Lobby	Finishes	COND	Refinish wood base to make like new.	Prior to Open	100.02.09 / 300.02.06
Public Areas	Lobby	Maintenance	COND	Wallcovering - Repair and/or replace existing wallcovering where defects occur to provide a consistent appearance.	Prior to Open	100.02.09 / 300.02.06
Public Areas	Lobby	FF&E	COND	Lobby Artwork- Upgrade existing lobby art package. New package must be professionally displayed.	18 Months after opening	100.02.09 / 300.02.06
Public Areas	Lobby	FF&E	COND	Lobby Seating- Upgrade miscellaneous pieces of upholstered leisure soft seating	3 Months after opening	100.02.09 / 300.02.06 / 300.02.10
Public Areas	Lobby	FF&E	COND	Professionally clean existing lobby window treatments prior to opening. Replacement of window treatments must be completed with 18 months of opening.	Within Noted Timeframe	100.02.09 / 300.02.12
Public Areas	Lobby	FF&E	COND	Reimage existing guest registration desk with a style that compliments Wyndham requested public space upgrades.	18 Months after opening	100.02.09 / 300.02.02 / 300.02.06
Public Areas	Elevators	FF&E	COND	Refinish brass trim at elevator cab control panel, reveals, and door	Prior to Open	100.02.09 / 400.02.04
Public Areas	Elevators	FF&E	COND	Flooring- Replace flooring in elevator cab(s).	3 Months after opening	100.02.09 / 400.02.04
Public Areas	Corridor	FF&E	COND	Carpet- Replace existing corridor carpet with new.	6 Months after opening	100.02.09 / 400.02.01

Area of work	Subject / Location of Work	Category of Work	CTO ST COND	Scope of Work	Complete By	Brand Standard Reference
Public Areas	Corridor	Maintenance	COND	Wallcovering - Repair and/or replace existing wallcovering where defects occur to provide a consistent appearance.	6 Months after opening	100.02.09 / 400.02.01
Public Areas	Fitness Room	FF&E	COND	Flooring - Upgrade existing flooring with resilient commercial rubber flooring.	1 Year after opening	100.02.09 / 400.03.05
Public Areas	Fitness Room	FF&E	COND	Wallcovering - Upgrade existing wallcovering with a style that compliments Brand required guestroom corridor and guestroom interior décor upgrades.	1 Year after opening	100.02.09 / 400.03.05
Public Areas	Fitness Room	FF&E- Lighting	COND	Lighting Upgrade - Replace existing 2 x 4 lay-in lighting with acrylic lense with new parabolic reflectors	1 Year after opening	100.02.09 / 400.03.05
Public Areas	Fitness Room	FF&E	ST	Fitness Equipment - Where possible provide additional exercise bench, mats, or other equipment as necessary to accommodate guests.	Prior to Open	400.03.02
Public Areas	Meeting Pre-function	FF&E	COND	Artwork - Upgrade existing meeting pre-function art package. New package must be professionally displayed.	6 Months after opening	300.01.02
Food & Beverage	Meeting Pre-function	FF&E	COND	Replace existing carpet and pad with new.	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Meeting Pre-function	FF&E	COND	Seating - Upgrade miscellaneous pieces of upholstered leisure soft seating to compliment Brand requested improvements.	6 Months after opening	500.01.10
Food & Beverage	Ballroom	FF&E	COND	Carpet - Replace existing carpet and pad with new	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Ballroom	Finishes	COND	Wall Base - Refinish existing wood base to make like new.	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Ballroom	Finishes	COND	Replace wall vinyl with new	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Ballroom	Finishes	COND	Skim and paint (or stain) trim, ceilings, doors and doorframes, and walls.	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Meeting Room	FF&E	COND	Carpet - Replace existing carpet and pad with new	6 Months after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
Food & Beverage	Meeting Room	FF&E	COND	Wallcovering - Replace existing texutred or fabric covered wall panels with new.	1 Year after opening	100.02.09 / 500.02.02 / 500.02.03 / 500.02.04
[illegible]	[illegible]	[illegible]	[illegible]	Window Treatments - [illegible] including decorative panels, drapes, and valances.	[illegible] Months after opening	[illegible] 500.02.03 / 500.02.04
Food & Beverage	3-Meal Restaurant (The Archive)	Maintenance	COND	Carpet Conditioal - Clean existing carpet to make like new. Where severe damage occurs, full replacement may be required	Prior to Open	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	FF&E	COND	Carpet - Replace existing carpet with new.	6 Months after opening	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	Maintenance	COND	Wallcovering - Repair and/or replace existing wallcovering where defects occur to provide a consistent appearance.	6 Months after opening	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	FF&E	COND	Window Treatments - Clean existing window treatments to make like new.	6 Months after opening	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	FF&E	COND	Seating Package - Clean seating package to make like new. Where severe defficiencies occur, full replacement may be required.	Prior to Open	100.02.09 / 600.05.06 / 600.05.07
Food & Beverage	3-Meal Restaurant (The Archive)	OS&E	COND	Refinish existing buffet service equipment to make like new.	Prior to Open	100.02.09 / 600.05.06 / 600.05.07
Guestrooms	General	Operational	ST	There are thirty-three (33) closed rooms which must be fully renovated and comply with all Brand Standards no later than three years after the opening date. These rooms may not be used for any purpose without the expressed, written consent of the Company. In the interim, quality blackout drapes are required to be installed and closed at all times to prevent the rooms from appearing vacant.	Within Noted Timeframe	100.02.09
Guestrooms	Corridor	FF&E	COND	Carpet - Replace existing corridor carpet with new	3 Years after opening	400.02.03

Area of work	Subject / Location of Work	Category of Work	CTO ST COND	Scope of Work	Complete By	Brand Standard Reference
Guestrooms	Corridor	FF&E	COND	Vending Area Walls - Replace existing vending area wall vinyl with new.	6 Months after opening	400.02.03
Guestrooms	Corridor	FF&E	COND	Vending Area Floors - Replace existing vending area flooring with new.	6 Months after opening	100.02.09 / 700.04.01 / 700.04.02
Guestrooms	Guestrooms	FF&E	COND	Wallcovering - Upgrade existing wallcovering with a style that compliments Brand required guestroom corridor and guestroom interior décor upgrades.	3 Years after opening	100.02.09 / 700.04.06
Guestrooms	Guestrooms	FF&E	COND	Carpet- Replace existing guestroom carpet with new.	3 Years after opening	100.02.09 / 700.04.05
Guestrooms	Guestrooms	FF&E	COND	Upgrade existing guestroom interior décor package with new to reflect a blend of modern and traditional design characteristics.	3 Years after opening	Standards Manual
Guestrooms	Guestroom Casegoods	FF&E	COND	Artwork- Upgrade existing artwork package	3 Years after opening	100.02.09 / 700.04.07
Guestrooms	Guestroom Casegoods	FF&E-Casegoods	COND	Casegoods- Replace/provide casegoods package to include chairs.	3 Years after opening	100.02.09 / 700.04.12 / 700.04.13 / 700.04.14 / 700.04.15 / 700.04.16 / 700.04.17 / 700.04.18
Guestrooms	Guestroom Casegoods	FF&E-Casegoods	COND	Headboards - Upgrade existing guestroom headboards	3 Years after opening	100.02.09 / 700.04.12 / 700.04.13
Guestrooms	Guestroom Casegoods	FF&E-Casegoods	COND	Leisure Seating - Upgrade existing occasional chairs/arm-chairs and ottomans	3 Years after opening	100.02.09 / 700.04.12 / 700.04.17
Guestrooms	Guestroom Casegoods	FF&E-Casegoods	COND	Desk Chairs- Replace existing task chair (desk chair) with Wyndham signature task chair	6 Months after opening	100.02.09 / 700.04.12 / 700.04.17
Guestrooms	Guestroom Casegoods	FF&E-Casegoods	COND	Sofas - Upgrade existing sofas and sofa beds.	3 Years after opening	100.02.09 / 700.03.08 / 700.04.12 / 700.04.17
Guestrooms	Guestroom Lighting / Power	FF&E-Lighting	COND	Lamp Package- Upgrade existing decorative lighting package, complete with integrated electrical receptacles in lamp bases.	3 Years after opening	700.04.04 / 700.04.12
Guestrooms	Guestroom Equipment & Supplies	OS&E-Televisions	ST	Replace color and remote operable televisions ensuring Brand Standard requirements are met	3 Years after opening	100.02.09 / 700.05.01 / 700.05.02 / 700.05.03 / 700.05.04 / 700.05.05
Guestrooms	Guestroom Equipment & Supplies	OS&E	CTO	Provide guestroom supplies per Brand Standards	Prior to Open	100.02.09 / 700.07.01
Guestrooms	Guestroom Window Treatment	FF&E	COND	Window Treatments - Upgrade existing window treatments.	3 Years after opening	100.02.09 / 700.04.10
Guestrooms	Guestroom Bed / Bedding / Linen	OS&E-Bedsets	COND	Bedsets- Replace bedsets (mattresses and boxsprings) more than 5 years of age with Wyndham signature beds.	Prior to Open	100.02.09 / 700.03.06 / 700.03.01
Guestrooms	Guestroom Bed / Bedding / Linen	OS&E	COND	Bed Toppings - Replace bed toppings with one of the Brand approved bedding program options. Bed toppings must coordinate with draperies.	Prior to Open	700.03.01 / 700.03.03 / 700.03.05 / 100.02.09
Guestrooms	Guest Bath	FF&E	COND	Wallcovering - Replace existing vinyl wall covering with new, or texture and paint	3 Years after opening	100.02.09 / 700.02.01
Guestrooms	Guest Bath	FF&E - Vanities	COND	Vanity/Vanity Sink Units - Upgrade existing guest bathroom vanity, complete with new stone countertop, undermount sink, and boutique style wood base with shelving.	3 Years after opening	100.02.09 / 700.02.03
Guestrooms	Guest Bath	FF&E-Lighting	COND	Vanity Lighting- Upgrade existing guest bathroom vanity lighting	3 Years after opening	100.02.09 / 700.02.04
Guestrooms	Guest Bath	FF&E	COND	Vanity Mirrors- Retrofit or replace existinbg vanity mirrors with new, complete with decorative frames	3 Years after opening	100.02.09 / 700.02.03
Guestrooms	Guest Bath	FF&E	COND	Plumbing Fixtures- Clean and refinish existing plumbing fixtures to make like new.	Prior to Open	100.02.09 / 700.02.03
Guestrooms	Guest Bath	FF&E	ST	Stack Racks- Replace stack type towel racks with towel bar/shelf combinations and refinish affected wall areas to provide a consistent appearance.	3 Years after opening	100.02.09 / 700.02.03
Guestrooms	Guest Bath Supplies	OS&E	CTO	*Provide bath amenities package per Brand Standards.*	*Prior to Open*	*700.02.06 / 700.02.07*

Area of work	Subject / Location of Work	Category of Work	CTO ST COND	Scope of Work	Complete By	Brand Standard Reference
Back of House	General	Technology	ST	Ensure high-definition A/V signal and display is available in the public areas and guestrooms throughout the hotel	Prior to Open	700.05.01
Back of House	Internet Access	Technology	CTO	Provide high-speed internet access in all guestrooms and interior public areas.	Prior to Open	100.04.01 / 100.04.02 / 100.04.03 / 100.04.04 / 500.02.08
Back of House	Property Management System	Technology	CTO	Replace existing property management system with the Micros Opera system.	Prior to Open	100.04.05 / 100.04.06 / 100.04.07 / 100.04.08 / 100.04.09 / 100.04.10 / 100.04.11

EXHIBIT C

ATTACHMENT C

GUARANTY

As an inducement to Wyndham Hotels And Resorts, LLC ("Franchisor") to execute the Franchise Agreement dated _____________, 20___, applicable to the Wyndham Hotel located at 1 W. Lafayette Street, Trenton, NJ 08608, the undersigned, jointly and severally, hereby unconditionally warrant to Franchisor and its successors and assigns that all of Franchisee's representations in the Franchise Agreement are true, agree to be bound by all the terms and conditions of the above Franchise Agreement including any amendments thereto whenever made (hereinafter the "Agreement"), and absolutely, unconditionally and irrevocably guaranty to Franchisor and its successors and assigns that all of Franchisee's obligations under the Agreement will be punctually paid and performed.

Upon default by Franchisee, the undersigned will immediately make each payment and perform each obligation required of Franchisee under the Agreement. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, waive, renew or release any *indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee.* The undersigned waive notice of amendment of the Agreement and notice of demand for payment or performance by Franchisee.

Franchisor may pursue its rights against any of the undersigned without first exhausting its remedies against Franchisee and without joining any other guarantor. No delay on the part of the Franchisor in the exercise of any right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon the death of an individual guarantor, the estate of such guarantor will be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect.

Notwithstanding the forgoing, the Guarantors' joint and several liability hereunder for Fees (as defined in Section 3 of the Franchise Agreement) or Liquidated Damages (as set forth in Section 18 of the Franchise Agreement) shall not exceed $394,000.00, plus the costs of collection, including reasonable attorneys' fees, from the undersigned as provided in Section 27 of the Franchise Agreement.

In WITNESS WHEREOF, each of the undersigned has signed this Guaranty as of date of the above Agreement.

GUARANTORS:

____
Banath Vishwanath

____
Deepak Vishwanath

WYN FA CON
Q1/13

EXHIBIT D

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 fax (800) 880-9445

May 20, 2016

VIA 2 DAY DELIVERY METHOD

Mr. Abraham Mordowitz
Mordowitz & Lemberg PC LLP
118 E. 28th Street
New York, NY 10016

Re: **NOTICE OF MONETARY DEFAULT** relating to Wyndham® System Unit #48471-04778-1 located in Trenton, NJ (the "Facility")

Dear Mr. Mordowitz:

I write on behalf of Wyndham Hotels and Resorts, LLC, ("we," "us," or "our") regarding the Franchise Agreement dated March 31, 2014, as amended, between Welcome Hotel Group, LLC, ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Royalty Fees, Marketing and Global Sales Fees, and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of May 19, 2016, your account is past due in the amount of **$154,415.11**. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have ten (10) days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Wyndham System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default, such as suspending the Facility's access to our central reservation system. By copy of this Notice, we are also informing your Guarantors of your default regarding the Facility.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Joe Maida
Director
Contracts Compliance

Enclosure

cc: Banad Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Deepak Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Kate Ashton
Mark Kukulski
Dianna Bayas
Suzanne Fenimore
Michael Piccola

ITEMIZED STATEMENT

Report Date: 19-May-2016

As of Date (DD-MMM-YYYY) : 19-May-2016
Customer No : 48471-04778-01-WDF
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Sites
Disputed : No
Finance Charges Included : Yes

WYNDHAM Hotels and Resorts

Customer No : 48471-04778-01-WDF
Address : 1 W. Lafayette Street,Trenton,NJ,08608,US
As of Date : 19-May-2016

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAY-2015	43233528	05/31/2015	Actual-1000A-ROYALTY FEE		0.00	0.00	447.06	447.06
	43233532	05/31/2015	Actual-1200A-MARKETING FEE A		0.00	0.00	897.47	897.47
				Sub Total:	0.00	0.00	1,344.53	1,344.53
JUN-2015	10814547	06/25/2015	GUEST SATISFACTION		0.00	0.00	27.48	27.48
	10815078	06/25/2015	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	18.32	18.32
	12981	06/22/2015	WYNREWARDS BONUS		0.00	0.00	7.55	7.55
	13145	06/22/2015	WYNREWARDS 5%		0.00	0.00	565.93	565.93
	31029708	06/24/2015	TMC		0.00	0.00	42.93	42.93
	31029754	06/24/2015	AAA Program		0.00	0.00	33.99	33.99
	31029819	06/24/2015	Government		0.00	0.00	8.67	8.67
	31029956	06/24/2015	Member Benefits		0.00	0.00	21.75	21.75
	31031609	06/30/2015	June-15 Rev Mgmt		0.00	0.00	262.08	262.08
	31038004	06/30/2015	VOICE RESV. FEES		0.00	0.00	265.49	265.49
	31038082	06/30/2015	WYNDHAM.COM		0.00	0.00	37.54	37.54
	31038228	06/30/2015	GDS FEES		0.00	0.00	193.12	193.12
	43247338	06/30/2015	7308A-DISTRIBUTION TECH		0.00	0.00	6.12	6.12
	43247929	06/30/2015	7321A-TRAINING		0.00	0.00	42.86	42.86
	43257584	06/30/2015	Actual-1000A-ROYALTY FEE		0.00	0.00	740.12	740.12
	43257587	06/30/2015	Actual-1200A-MARKETING FEE A		0.00	0.00	842.55	842.55
				Sub Total:	0.00	0.00	3,116.60	3,116.60
JUL-2015	10817049	07/02/2015	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	20.24	20.24
	10817986	07/02/2015	GUEST SATISFACTION		0.00	0.00	7.30	7.30
	10820025	07/16/2015	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	19.12	19.12
	10820821	07/16/2015	GUEST SATISFACTION		0.00	0.00	15.48	15.48
	10821369	07/16/2015	GUEST SATISFACTION		0.00	0.00	11.87	11.87
	10821386	07/16/2015	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	19.12	19.12

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	10821958	07/23/2015	GUEST SATISFACTION		0.00	0.00	11.02	11.02
	10822338	07/23/2015	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	18.56	18.56
	10823682	07/30/2015	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	18.00	18.00
	10825391	07/30/2015	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	18.00	18.00
	10825917	07/30/2015	GUEST SATISFACTION		0.00	0.00	22.65	22.65
	10826249	07/30/2015	GUEST SATISFACTION		0.00	0.00	14.07	14.07
	13373	07/22/2015	WYNREWARDS BONUS		0.00	0.00	2.92	2.92
	13482	07/22/2015	WYNREWARDS 5%		1,295.25	0.00	220.84	1,516.09
	31039534	07/06/2015	Wyndham brand annual billing		0.00	0.00	93.40	93.40
	31040140	07/08/2015	PM SYSTEM SOFTWARE		35.33	2.47	71.38	109.18
	31040842	07/15/2015	Government		0.00	0.00	4.47	4.47
	31040960	07/15/2015	TMC		0.00	0.00	38.87	38.87
	31041066	07/15/2015	Member Benefits		0.00	0.00	21.47	21.47
	31041171	07/15/2015	AAA Program		0.00	0.00	14.71	14.71
	31043619	07/30/2015	Jul-15 Rev Mgmt		2,339.00	0.00	298.34	2,637.34
	31044991	07/31/2015	VOICE RESV. FEES		1,970.56	0.00	271.90	2,242.46
	31046542	07/31/2015	GDS FEES		1,124.50	0.00	142.94	1,267.44
	43275282	07/31/2015	7308A-DISTRIBUTION TECH		0.00	0.00	6.12	6.12
	43276078	07/31/2015	7321A-TRAINING		0.00	0.00	42.85	42.85
	43285161	07/31/2015	Actual-1000A-ROYALTY FEE		0.00	0.00	447.80	447.80
	43285162	07/31/2015	Actual-1200A-MARKETING FEE A		0.00	0.00	447.80	447.80
				Sub Total:	6,764.64	2.47	2,321.24	9,088.35
AUG-2015	10826874	08/06/2015	GUEST SATISFACTION		0.00	0.00	7.66	7.66
	10827425	08/06/2015	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	17.44	17.44
	10828552	08/13/2015	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	16.88	16.88
	10829373	08/13/2015	GUEST SATISFACTION		75.00	0.00	9.04	84.04
	10830054	08/13/2015	GUEST SATISFACTION		11.54	0.00	1.39	12.93
	10833735	08/27/2015	GUEST SATISFACTION		125.35	0.00	14.23	139.58
	10838395	08/27/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	18.16	178.16
	13581	08/22/2015	WYNREWARDS BONUS		15.00	0.00	1.74	16.74
	13751	08/22/2015	WYNREWARDS 5%		1,149.57	0.00	133.35	1,282.92
	31050875	08/25/2015	Member Benefits		155.60	0.00	17.81	173.41
	31050998	08/25/2015	Government		33.80	0.00	3.86	37.66
	31051039	08/25/2015	GSA		6.76	0.00	0.76	7.52
	31051262	08/25/2015	AAA Program		220.02	0.00	25.19	245.21
	31051273	08/25/2015	TMC		114.42	0.00	13.10	127.52
	31053786	08/31/2015	Aug-15 Rev Mgmt		2,340.00	0.00	260.91	2,600.91
	31054470	08/31/2015	VOICE RESV. FEES		2,170.98	0.00	242.06	2,413.04
	31054571	08/31/2015	WYNDHAM.COM		276.50	0.00	30.84	307.34
	31054647	08/31/2015	GDS FEES		895.25	0.00	99.83	995.08
	43301859	08/31/2015	7321A-TRAINING		382.67	0.00	42.66	425.33
	43303677	08/31/2015	7308A-DISTRIBUTION TECH		54.67	0.00	6.09	60.76
	43312934	08/31/2015	Actual-1000A-ROYALTY FEE		4,485.30	0.00	506.67	4,991.97
	43312935	08/31/2015	Actual-1200A-MARKETING FEE A		4,485.30	0.00	506.67	4,991.97
				Sub Total:	17,157.73	0.00	1,976.34	19,134.07

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
SEP-2015	100029	09/30/2015	RETRAINFEE-SEP2015-1		250.00	0.00	24.15	274.15
	13921	09/22/2015	WR FREE ENROLLMENTS		-44.05	0.00	0.00	-44.05
	13922	09/22/2015	WYNREWARDS 5%		2,285.64	0.00	229.71	2,515.35
	14149	09/22/2015	WYNREWARDS BONUS		20.00	0.00	2.01	22.01
	31055258	09/03/2015	Reservation Fee		4,000.00	0.00	440.00	4,440.00
	31056596	09/08/2015	CK#3516		100.00	0.00	10.75	110.75
	31060986	09/24/2015	TMC		198.86	0.00	19.77	218.63
	31061076	09/24/2015	AAA Program		108.88	0.00	10.84	119.72
	31061114	09/24/2015	Member Benefits		177.57	0.00	17.65	195.22
	31061197	09/24/2015	Government		5.72	0.00	0.57	6.29
	31068614	09/30/2015	Sep-15 Revenue Management		2,340.00	0.00	225.81	2,565.81
	31069948	09/30/2015	SEP-15 GDS		1,131.00	0.00	109.15	1,240.15
	31069979	09/30/2015	SEP-15 Wyn.com		416.50	0.00	40.21	456.71
	31069993	09/30/2015	SEP-15 Voice		2,031.27	0.00	196.00	2,227.27
	43329379	09/30/2015	7321A-TRAINING		382.67	0.00	36.93	419.60
	43331674	09/30/2015	7306A-DISTRIBUTION TECH		54.67	0.00	5.28	59.95
	43334134	09/30/2015	Actual-1000A-ROYALTY FEE		2,739.49	0.00	264.35	3,003.84
	43334135	09/30/2015	Actual-1200A-MARKETING FEE A		2,739.49	0.00	264.35	3,003.84
				Sub Total:	18,937.71	0.00	1,897.53	20,835.24
OCT-2015	100079	10/31/2015	RETRAINFEE-OCT2015-1		250.00	0.00	20.27	270.27
	10845652	10/01/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	15.36	175.36
	10846187	10/01/2015	GUEST SATISFACTION		150.00	0.00	14.43	164.43
	10849207	10/15/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	14.24	174.24
	10849876	10/15/2015	GUEST SATISFACTION		50.00	0.00	4.47	54.47
	10850730	10/22/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.66	173.66
	10850846	10/22/2015	GUEST SATISFACTION		40.00	0.00	3.42	43.42
	10851099	10/22/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.68	173.68
	10851398	10/22/2015	GUEST SATISFACTION		50.00	0.00	4.30	54.30
	10851618	10/29/2015	GUEST SATISFACTION		100.00	0.00	8.20	108.20
	10852424	10/30/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.04	173.04
	10852584	10/29/2015	GUEST SATISFACTION		30.00	0.00	2.48	32.48
	10852944	10/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.12	173.12
	10853146	10/30/2015	GUEST SATISFACTION		125.00	0.00	10.20	135.20
	10853521	10/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.12	173.12
	14340	10/22/2015	WYNREWARDS BONUS		20.00	0.00	1.71	21.71
	14567	10/22/2015	WYNREWARDS 5%		1,809.69	0.00	154.73	1,964.42
	14673	10/22/2015	WYNREWARDS BONUS		12.50	0.00	1.06	13.56
	14721	10/22/2015	WR FREE ENROLLMENTS		-15.75	0.00	0.00	-15.75
	31074704	10/08/2015	CK#2756		100.00	0.00	9.25	109.25
	31075275	10/14/2015	Member Benefits		202.94	0.00	18.17	221.11
	31075658	10/14/2015	Government		5.72	0.00	0.52	6.24
	31075744	10/14/2015	AAA Program		251.43	0.00	22.51	273.94
	31075752	10/14/2015	TMC		380.27	0.00	34.01	414.28
	31078276	10/27/2015	Jun 2015 NT Audit		389.98	0.00	32.35	422.33

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31078306	10/27/2015	Jun 2015 NT Audit		389.98	0.00	32.35	422.33
	31079064	10/29/2015	Oct-15 Revenue Management		2,340.00	0.00	191.88	2,531.88
	31079991	10/31/2015	OCT-15 Voice		1,836.31	0.00	148.73	1,985.04
	31080210	10/31/2015	OCT-15 GDS		1,319.00	0.00	106.84	1,425.84
	31080317	10/31/2015	OCT-15 Wyn.com		325.50	0.00	26.38	351.88
	31080655	10/31/2015	Q/A INSPECTION		1,400.00	98.00	121.34	1,619.34
	43354544	10/31/2015	7321A-TRAINING		382.67	0.00	30.99	413.66
	43356027	10/31/2015	7308A-DISTRIBUTION TECH		54.67	0.00	4.43	59.10
	43361687	10/31/2015	Actual-1200A-MARKETING FEE A		4,180.58	0.00	341.91	4,522.49
	43361693	10/31/2015	Actual-1000A-ROYALTY FEE		4,180.58	0.00	341.91	4,522.49
				Sub Total:	21,481.07	98.00	1,785.08	23,364.15
NOV-2015	10857124	11/18/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	11.52	171.52
	10857151	11/18/2015	GUEST SATISFACTION		2,246.60	0.00	161.76	2,408.36
	14876	11/22/2015	WR FREE ENROLLMENTS		-22.43	0.00	0.00	-22.43
	14877	11/22/2015	WYNREWARDS 5%		1,525.05	0.00	106.76	1,631.81
	31083056	11/06/2015	AAA Credit Prop-GDS		-294.80	0.00	0.00	-294.80
	31083737	11/12/2015	ADV Group CD 737674-1 Arrival 11-1-2015		174.15	0.00	13.07	187.22
	31085975	11/30/2015	Nov-15 Revenue Management		2,340.00	0.00	154.44	2,494.44
	31087355	11/30/2015	NOV-15 GDS		717.25	0.00	47.34	764.59
	31087425	11/30/2015	NOV-15 Wyn.com		301.00	0.00	19.88	320.88
	31087735	11/30/2015	NOV-15 Voice		1,454.25	0.00	95.98	1,550.23
	43381005	11/30/2015	7321A-TRAINING		382.67	0.00	25.25	407.92
	43382167	11/30/2015	7308A-DISTRIBUTION TECH		54.67	0.00	3.61	58.28
	43387566	11/30/2015	Actual-1200A-MARKETING FEE A		3,296.65	0.00	217.58	3,514.23
	43387574	11/30/2015	Actual-1000A-ROYALTY FEE		3,296.65	0.00	217.58	3,514.23
				Sub Total:	15,631.71	0.00	1,074.77	16,706.48
DEC-2015	100141	12/31/2015	RETRAINFEE-DEC2015-4		250.00	0.00	12.64	262.64
	10859302	12/02/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	10.40	170.40
	10859827	12/02/2015	GUEST SATISFACTION		75.00	0.00	4.88	79.88
	10860134	12/09/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	9.84	169.84
	10861107	12/09/2015	GUEST SATISFACTION		122.03	0.00	7.50	129.53
	10863164	12/30/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	8.16	168.16
	10863505	12/30/2015	GUEST SATISFACTION		200.00	0.00	10.20	210.20
	15466	12/22/2015	WYNREWARDS BONUS		2.50	0.00	0.15	2.65
	15532	12/22/2015	WR FREE ENROLLMENTS		-37.21	0.00	0.00	-37.21
	15548	12/22/2015	WYNREWARDS 5%		1,385.75	0.00	76.22	1,461.97
	31088393	12/03/2015	Government		5.72	0.00	0.37	6.09
	31088412	12/03/2015	FNL Group CD 737674-1 Arrival 11/1/2015		83.85	0.00	5.42	89.27
	31088516	12/03/2015	TMC		329.01	0.00	21.23	350.24
	31088583	12/03/2015	AAA Program		247.77	0.00	15.98	263.75
	31088708	12/03/2015	Member Benefits		151.95	0.00	9.81	161.76
	31091551	12/11/2015	CK#4199		100.00	0.00	6.05	106.05
	31092570	12/16/2015	AAA Program		90.88	0.00	5.27	96.15
	31092628	12/16/2015	Government		8.58	0.00	0.49	9.07

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31092662	12/16/2015	Member Benefits		260.13	0.00	15.08	275.21
	31092849	12/16/2015	TMC		94.87	0.00	5.50	100.37
	31092870	12/16/2015	GSA		5.31	0.00	0.31	5.62
	31096330	12/31/2015	DEC-15 Voice		1,008.94	0.00	50.95	1,059.89
	31096459	12/31/2015	DEC-15 GDS		425.00	0.00	21.47	446.47
	31096625	12/31/2015	DEC-15 Wyn.com		206.50	0.00	10.43	216.93
	43407873	12/31/2015	7321A-TRAINING		382.63	0.00	19.32	401.95
	43409149	12/31/2015	7308A-DISTRIBUTION TECH		54.63	0.00	2.76	57.39
	43415416	12/31/2015	Accrual-1000A-ROYALTY FEE	•	2,251.47	0.00	113.70	2,365.17
	43415417	12/31/2015	Accrual-1200A-MARKETING FEE A	•	2,251.47	0.00	113.70	2,365.17
				Sub Total:	10,436.78	0.00	557.83	10,994.61
JAN-2016	100194	01/31/2016	RETRAINFEE-JAN2016-1		250.00	0.00	8.76	258.76
	10864627	01/14/2016	GUEST SATISFACTION		158.80	0.00	6.90	165.70
	10865955	01/20/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	6.48	166.48
	10866168	01/20/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	6.48	166.48
	10866287	01/20/2016	GUEST SATISFACTION		30.00	0.00	1.22	31.22
	10866927	01/27/2016	GUEST SATISFACTION		70.00	0.00	2.60	72.60
	10866985	01/27/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	5.92	165.92
	16155	01/22/2016	WYNREWARDS 5%		876.44	0.00	34.62	911.06
	31099130	01/11/2016	HRG Global Hotel Programme 2016 Fee		1,095.00	0.00	49.28	1,144.28
	31099310	01/11/2016	GSM Travel Mgt Programme 2016 Fee		375.00	0.00	16.88	391.88
	31100506	01/19/2016	CRS REACTIVATION FEE		4,000.00	0.00	164.00	4,164.00
	31100906	01/20/2016	NT AUDIT VAR ROYALTY		1,113.81	0.00	45.11	1,158.92
	31100907	01/20/2016	NT AUDIT VAR FUND		1,113.81	0.00	45.11	1,158.92
	31100908	01/20/2016	NT AUDIT VAR ROYALTY		2,898.72	0.00	117.40	3,016.12
	31100909	01/20/2016	NT AUDIT VAR FUND		2,898.72	0.00	117.40	3,016.12
	31101233	01/21/2016	TMC		216.31	0.00	8.64	224.95
	31101411	01/21/2016	Government		12.22	0.00	0.49	12.71
	31101574	01/21/2016	AAA Program		125.26	0.00	5.01	130.27
	31101638	01/21/2016	Member Benefits		69.40	0.00	2.78	72.18
	31103200	01/27/2016	GTMC Programme 2016		149.77	0.00	5.54	155.31
	31103741	01/29/2016	Dec-15 Revenue Management		533.00	0.00	19.19	552.19
	31103858	01/29/2016	Jan-16 Revenue Management		533.00	0.00	19.19	552.19
	31105124	01/31/2016	JAN-16 Wyn.com		266.00	0.00	9.31	275.31
	31105128	01/31/2016	JAN-16 Voice		918.46	0.00	32.15	950.61
	31105348	01/31/2016	JAN-16 GDS		528.00	0.00	18.48	546.48
	43435135	01/31/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.92	56.55
	43435284	01/31/2016	7321A-TRAINING		382.63	0.00	13.39	396.02
	43443974	01/31/2016	Accrual-1000A-ROYALTY FEE	•	1,551.27	0.00	54.29	1,605.56
	43444044	01/31/2016	Accrual-1200A-MARKETING FEE A	•	1,551.27	0.00	54.29	1,605.56
				Sub Total:	22,251.52	0.00	872.83	23,124.35
FEB-2016	100230	02/29/2016	RETRAINFEE-FEB2016-0		250.00	0.00	5.13	255.13
	10867506	02/04/2016	GUEST SRVCS TRANSACTION CHARGE		160 00	0.00	5.28	165.28
	10867513	02/04/2016	GUEST SATISFACTION		133.00	0.00	4.39	137.39
	10867514	02/04/2016	WR GUEST SATISFACTION		57.69	0.00	1.90	59.59

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	16614	02/22/2016	WYNREWARDS 5%		742.16	0.00	17.81	759.97
	16643	02/22/2016	WYNREWARDS BONUS		2.50	0.00	0.06	2.56
	31109236	02/05/2016	AHLA FEE		591.00	0.00	0.00	591.00
	31114581	02/17/2016	TMC		186.82	0.00	4.95	191.77
	31114585	02/17/2016	Member Benefits		41.31	0.00	1.10	42.41
	31114836	02/17/2016	AAA Program		75.57	0.00	2.00	77.57
	31114901	02/17/2016	Government		4.34	0.00	0.12	4.46
	31119229	02/29/2016	Feb-16 Revenue Management		533.00	0.00	10.93	543.93
	43465900	02/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.12	55.75
	43468339	02/29/2016	7321A-TRAINING		382.63	0.00	7.84	390.47
	43468858	02/29/2016	Accrual-1200A-MARKETING FEE A	*	1,596.03	0.00	32.72	1,628.75
	43469343	02/29/2016	Accrual-1000A-ROYALTY FEE	*	1,596.03	0.00	32.72	1,628.75
				Sub Total:	6,406.71	0.00	128.07	6,534.78
MAR-2016	100287	03/31/2016	RETRAINFEE-MAR2016-0		250.00	0.00	1.25	251.25
	10872553	03/17/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	1.92	161.92
	10872654	03/17/2016	GUEST SATISFACTION		279.48	0.00	3.35	282.83
	10873242	03/17/2016	GUEST SATISFACTION		89.60	0.00	1.08	90.68
	10874458	03/31/2016	WR GUEST SATISFACTION		57.69	0.00	0.29	57.98
	10875236	03/31/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.80	160.80
	17341	03/22/2016	WYNREWARDS 5%		149.85	0.00	1.42	151.27
	31121168	03/07/2016	FEB-16 Wyn.com		31.50	0.00	0.53	32.03
	31121184	03/07/2016	FEB-16 GDS		77.50	0.00	1.32	78.82
	31121533	03/07/2016	FEB-16 Voice		1,010.16	0.00	17.17	1,027.33
	31127264	03/10/2016	OMEGA PROGRAM		5.00	0.35	0.08	5.43
	31129688	03/18/2016	TMC		360.53	0.00	4.15	364.68
	31129735	03/18/2016	AAA Program		73.58	0.00	0.85	74.43
	31129773	03/18/2016	Government		4.25	0.00	0.05	4.30
	31129899	03/18/2016	Member Benefits		35.91	0.00	0.41	36.32
	31133746	03/31/2016	Mar 2016 Revenue Management		533.00	0.00	2.67	535.67
	43491696	03/31/2016	7308A-DISTRIBUTION TECH		54.63	0.00	0.27	54.90
	43493753	03/31/2016	7321A-TRAINING		382.63	0.00	1.91	384.54
	43496295	03/31/2016	Accrual-1200A-MARKETING FEE A	*	1,020.96	0.00	5.10	1,026.06
	43496298	03/31/2016	Accrual-1000A-ROYALTY FEE	*	1,020.96	0.00	5.10	1,026.06
				Sub Total:	5,757.23	0.35	49.72	5,807.30
APR-2016	100325	04/30/2016	RETRAINFEE-APR2016-3		250.00	0.00	0.00	250.00
	10878030	04/14/2016	WR GUEST SATISFACTION		57.69	0.00	0.00	57.69
	10878405	04/14/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	17932	04/22/2016	WYNREWARDS 5%		319.96	0.00	0.00	319.96
	31137992	04/06/2016	GLOBAL CONFERENCE		1,149.00	0.00	0.00	1,149.00
	31142297	04/10/2016	Mar-16 Voice		1,182.81	0.00	0.00	1,182.81
	31142545	04/10/2016	Mar-16 GDS		85.25	0.00	0.00	85.25
	31142716	04/10/2016	Mar-16 WYN.COM		24.50	0.00	0.00	24.50
	31144690	04/22/2016	TMC		4.50	0.00	0.00	4.50
	31144724	04/22/2016	AAA Program		8.82	0.00	0.00	8.82
	31144776	04/22/2016	Member Benefits		23.80	0.00	0.00	23.80
	31146994	04/30/2016	Apr 2016 Revenue Management		533.00	0.00	0.00	533.00
	43518450	04/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	0.00	54.63

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	43518941	04/30/2016	7321A-TRAINING		382.63	0.00	0.00	382.63
	43521616	04/30/2016	Accrual-1000A-ROYALTY FEE	*	3,471.78	0.00	0.00	3,471.78
	43521793	04/30/2016	Accrual-1200A-MARKETING FEE A	*	3,471.78	0.00	0.00	3,471.78
				Sub Total:	11,180.15	0.00	0.00	11,180.15
MAY-2016	31148246	05/03/2016	APR-16 Wyn.com		381.50	0.00	0.00	381.50
	31148525	05/03/2016	APR-16 GDS		752.75	0.00	0.00	752.75
	31148591	05/03/2016	APR-16 Voice		2,050.25	0.00	0.00	2,050.25
				Sub Total:	3,184.50	0.00	0.00	3,184.50
				Grand Total:	139,189.75	100.82	15,124.54	154,415.11

Requested By: Kristine Violette

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 19 May 2016 **Tracking Number:** 1Z22445X0296636997

1 Address Information

Ship To:
Mordowitz & Lemberg PC LLP
Mr. Abraham Mordowitz
118 E. 28th Street
NEW YORK NY 100168413

Ship From:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204

Return Address:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1698

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Shipping Fees Subtotal:	15.85 USD
Transportation	15.43 USD
Fuel Surcharge	0.42 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges: 15.85 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 7.05 USD

Total Charges: 7.05 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Shipment Receipt

Transaction Date: 19 May 2016 **Tracking Number:** 1Z22445X0299941606

1 Address Information

Ship To:
Welcome Hotel Group, LLC
Banad Vishwanath
1 W. Lafayette St.
TRENTON NJ 086082001

Ship From:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204

Return Address:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Shipping Fees Subtotal:	15.85 USD
Transportation	15.43 USD
Fuel Surcharge	0.42 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges:	15.85 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges:	7.05 USD
Total Charges:	7.05 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT E

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 fax (800) 880-9445

August 5, 2016

VIA 2 DAY DELIVERY METHOD

Mr. Abraham Mordowitz
Mordowitz & Lemberg PC LLP
118 E. 28th Street
New York, NY 10016

Re: **NOTICE OF CONTINUING MONETARY DEFAULT** relating to Wyndham® Unit #48471-04778-1 located in Trenton, NJ (the "Facility")

Dear Mr. Mordowitz:

I write on behalf of Wyndham Hotels and Resorts, LLC, ("we," "us," or "our") regarding the Franchise Agreement dated March 31, 2014, as amended, between Welcome Hotel Group, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on May 20, 2016, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of August 4, 2016, your account is now past due in the amount of **$179,046.10**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default regarding the Facility.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Joe Maida
Director
Contracts Compliance

Enclosure

cc: Banad Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Deepak Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Kate Ashton
Mark Kukulski
Dianna Bayas
Michael Piccola
Suzanne Fenimore

DOLCE · WYNDHAM GRAND HOTELS AND RESORTS · WYNDHAM HOTELS AND RESORTS · WYNDHAM GARDEN HOTELS · TRYP · WINGATE BY WYNDHAM · HAWTHORN SUITES BY WYNDHAM · MICROTEL BY WYNDHAM
RAMADA WORLDWIDE · BAYMONT INN & SUITES · Days Inn · Super 8 · Howard Johnson · Travelodge · Knights Inn

ITEMIZED STATEMENT

Report Date: 04-Aug-2016

As of Date (DD-MMM-YYYY) : 04-Aug-2016
Customer No : 48471-04778-01-WDF
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Sites
Disputed : No
Finance Charges Included : Yes

Customer No : 48471-04778-01-WDF
Address : 1 W. Lafayette Street,Trenton,NJ,08608,US
As of Date : 04-Aug-2016

WYNDHAM Hotels and Resorts

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
SEP-2015	31069948	09/30/2015	SEP-15 GDS		991.83	0.00	141.56	1,133.39
	43329379	09/30/2015	7321A-TRAINING		382.67	0.00	43.12	425.79
	43331674	09/30/2015	7308A-DISTRIBUTION TECH		54.67	0.00	6.13	60.80
	43334134	09/30/2015	Actual-1000A-ROYALTY FEE		2,739.49	0.00	347.90	3,087.39
	43334135	09/30/2015	Actual-1200A-MARKETING FEE A		2,739.49	0.00	347.90	3,087.39
				Sub Total:	6,908.15	0.00	886.61	7,794.76
OCT-2015	100079	10/31/2015	RETRAINFEE-OCT2015-1		250.00	0.00	27.90	277.90
	10845652	10/01/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.24	180.24
	10848187	10/01/2015	GUEST SATISFACTION		150.00	0.00	19.01	169.01
	10849207	10/15/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	19.12	179.12
	10849876	10/15/2015	GUEST SATISFACTION		50.00	0.00	6.00	56.00
	10850730	10/22/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	18.56	178.56
	10850846	10/22/2015	GUEST SATISFACTION		40.00	0.00	4.64	44.64
	10851099	10/22/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	18.56	178.56
	10851398	10/22/2015	GUEST SATISFACTION		50.00	0.00	5.83	55.83
	10851618	10/29/2015	GUEST SATISFACTION		100.00	0.00	11.25	111.25
	10852424	10/30/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	17.92	177.92
	10852584	10/29/2015	GUEST SATISFACTION		30.00	0.00	3.40	33.40
	10852944	10/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	18.00	178.00
	10853146	10/30/2015	GUEST SATISFACTION		125.00	0.00	14.02	139.02
	10853521	10/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	18.00	178.00
	14340	10/22/2015	WYNREWARDS BONUS		20.00	0.00	2.32	22.32
	14587	10/22/2015	WYNREWARDS 5%		1,809.69	0.00	209.93	2,019.62
	14673	10/22/2015	WYNREWARDS BONUS		12.50	0.00	1.44	13.94
	14721	10/22/2015	WR FREE ENROLLMENTS		-15.75	0.00	0.00	-15.75
	31074704	10/08/2015	CK#2756		100.00	0.00	12.30	112.30

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31075275	10/14/2015	Member Benefits		202.94	0.00	24.36	227.30
	31075658	10/14/2015	Government		5.72	0.00	0.70	6.42
	31075744	10/14/2015	AAA Program		251.43	0.00	30.18	281.61
	31075752	10/14/2015	TMC		380.27	0.00	45.60	425.87
	31078276	10/27/2015	Jun 2015 NT Audit		389.98	0.00	44.24	434.22
	31078306	10/27/2015	Jun 2015 NT Audit		389.98	0.00	44.24	434.22
	31079064	10/29/2015	Oct-15 Revenue Management		2,340.00	0.00	263.25	2,603.25
	31079991	10/31/2015	OCT-15 Voice		1,836.31	0.00	204.73	2,041.04
	31080210	10/31/2015	OCT-15 GDS		1,319.00	0.00	147.07	1,466.07
	31080317	10/31/2015	OCT-15 Wyn.com		325.50	0.00	36.31	361.81
	31080655	10/31/2015	Q/A INSPECTION		1,400.00	98.00	167.03	1,665.03
	43354544	10/31/2015	7321A-TRAINING		382.67	0.00	42.66	425.33
	43356027	10/31/2015	7308A-DISTRIBUTION TECH		54.67	0.00	6.10	60.77
	43361687	10/31/2015	Actual-1200A-MARKETING FEE A		4,180.58	0.00	469.42	4,650.00
	43361693	10/31/2015	Actual-1000A-ROYALTY FEE		4,180.58	0.00	469.42	4,650.00
				Sub Total:	21,481.07	98.00	2,443.75	24,022.82
NOV-2015	10857124	11/18/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	16.40	176.40
	10857151	11/18/2015	GUEST SATISFACTION		2,246.60	0.00	230.28	2,476.88
	14876	11/22/2015	WR FREE ENROLLMENTS		-22.43	0.00	0.00	-22.43
	14877	11/22/2015	WYNREWARDS 5%		1,525.05	0.00	153.28	1,678.33
	31083056	11/06/2015	AAA Credit Prop-GDS		-294.80	0.00	0.00	-294.80
	31083737	11/12/2015	ADV Group CD 737674-1 Arrival 11-1-2015		174.15	0.00	18.38	192.53
	31085975	11/30/2015	Nov-15 Revenue Management		2,340.00	0.00	225.81	2,565.81
	31087355	11/30/2015	NOV-15 GDS		717.25	0.00	69.22	786.47
	31087425	11/30/2015	NOV-15 Wyn.com		301.00	0.00	29.07	330.07
	31087735	11/30/2015	NOV-15 Voice		1,454.25	0.00	140.33	1,594.58
	43381005	11/30/2015	7321A-TRAINING		382.67	0.00	36.92	419.59
	43382167	11/30/2015	7308A-DISTRIBUTION TECH		54.67	0.00	5.28	59.95
	43387566	11/30/2015	Actual-1200A-MARKETING FEE A		3,296.65	0.00	318.13	3,614.78
	43387574	11/30/2015	Actual-1000A-ROYALTY FEE		3,296.65	0.00	318.13	3,614.78
				Sub Total:	15,631.71	0.00	1,561.23	17,192.94
DEC-2015	100141	12/31/2015	RETRAINFEE-DEC2015-4		250.00	0.00	20.27	270.27
	10859302	12/02/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	15.28	175.28
	10859827	12/02/2015	GUEST SATISFACTION		75.00	0.00	7.17	82.17
	10860134	12/09/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	14.72	174.72
	10861107	12/09/2015	GUEST SATISFACTION		122.03	0.00	11.22	133.25
	10863164	12/30/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.04	173.04
	10863505	12/30/2015	GUEST SATISFACTION		200.00	0.00	16.30	216.30
	15466	12/22/2015	WYNREWARDS BONUS		2.50	0.00	0.23	2.73
	15532	12/22/2015	WR FREE ENROLLMENTS		-37.21	0.00	0.00	-37.21
	15548	12/22/2015	WYNREWARDS 5%		1,385.75	0.00	118.49	1,504.24
	31088393	12/03/2015	Government		5.72	0.00	0.55	6.27
	31088412	12/03/2015	FNL Group CD 737674-1 Arrival 11/1/2015		83.85	0.00	7.98	91.83
	31088516	12/03/2015	TMC		329.01	0.00	31.27	360.28

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31088583	12/03/2015	AAA Program		247.77	0.00	23.54	271.31
	31088708	12/03/2015	Member Benefits		151.95	0.00	14.45	166.40
	31091551	12/11/2015	CK#4199		100.00	0.00	9.10	109.10
	31092570	12/16/2015	AAA Program		90.88	0.00	8.04	98.92
	31092628	12/16/2015	Government		8.58	0.00	0.75	9.33
	31092662	12/16/2015	Member Benefits		260.13	0.00	23.01	283.14
	31092849	12/16/2015	TMC		94.87	0.00	8.39	103.26
	31092870	12/16/2015	GSA		5.31	0.00	0.47	5.78
	31096330	12/31/2015	DEC-15 Voice		1,008.94	0.00	81.72	1,090.66
	31096459	12/31/2015	DEC-15 GDS		425.00	0.00	34.44	459.44
	31096625	12/31/2015	DEC-15 Wyn.com		206.50	0.00	16.73	223.23
	43407873	12/31/2015	7321A-TRAINING		382.63	0.00	30.99	413.62
	43409149	12/31/2015	7308A-DISTRIBUTION TECH		54.63	0.00	4.43	59.06
	43415416	12/31/2015	Accrual-1000A-ROYALTY FEE	•	2,251.47	0.00	182.37	2,433.84
	43415417	12/31/2015	Accrual-1200A-MARKETING FEE A	•	2,251.47	0.00	182.37	2,433.84
				Sub Total:	10,436.78	0.00	877.32	11,314.10
JAN-2016	100194	01/31/2016	RETRAINFEE-JAN2016-1		250.00	0.00	16.39	266.39
	10864627	01/14/2016	GUEST SATISFACTION		158.80	0.00	11.74	170.54
	10865955	01/20/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	11.36	171.36
	10866168	01/20/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	11.36	171.36
	10866287	01/20/2016	GUEST SATISFACTION		30.00	0.00	2.14	32.14
	10866927	01/27/2016	GUEST SATISFACTION		70.00	0.00	4.74	74.74
	10866985	01/27/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	10.80	170.80
	16155	01/22/2016	WYNREWARDS 5%		876.44	0.00	61.35	937.79
	31099130	01/11/2016	HRG Global Hotel Programme 2016 Fee		1,095.00	0.00	82.68	1,177.68
	31099310	01/11/2016	GSM Travel Mgt Programme 2016 Fee		375.00	0.00	28.32	403.32
	31100506	01/19/2016	CRS REACTIVATION FEE		4,000.00	0.00	286.00	4,286.00
	31100906	01/20/2016	NT AUDIT VAR ROYALTY		1,113.81	0.00	79.08	1,192.89
	31100907	01/20/2016	NT AUDIT VAR FUND		1,113.81	0.00	79.08	1,192.89
	31100908	01/20/2016	NT AUDIT VAR ROYALTY		2,898.72	0.00	205.81	3,104.53
	31100909	01/20/2016	NT AUDIT VAR FUND		2,898.72	0.00	205.81	3,104.53
	31101233	01/21/2016	TMC		216.31	0.00	15.23	231.54
	31101411	01/21/2016	Government		12.22	0.00	0.86	13.08
	31101574	01/21/2016	AAA Program		125.26	0.00	8.83	134.09
	31101638	01/21/2016	Member Benefits		69.40	0.00	4.90	74.30
	31103200	01/27/2016	GTMC Programme 2016		149.77	0.00	10.11	159.88
	31103741	01/29/2016	Dec-15 Revenue Management		533.00	0.00	35.45	568.45
	31103858	01/29/2016	Jan-16 Revenue Management		533.00	0.00	35.45	568.45
	31105124	01/31/2016	JAN-16 Wyn.com		266.00	0.00	17.42	283.42
	31105128	01/31/2016	JAN-16 Voice		918.46	0.00	60.17	978.63
	31105348	01/31/2016	JAN-16 GDS		528.00	0.00	34.58	562.58
	43435135	01/31/2016	7308A-DISTRIBUTION TECH		54.63	0.00	3.59	58.22
	43435284	01/31/2016	7321A-TRAINING		382.63	0.00	25.06	407.69
	43443974	01/31/2016	Accrual-1000A-ROYALTY FEE	•	1,551.27	0.00	101.60	1,652.87
	43444044	01/31/2016	Accrual-1200A-MARKETING FEE A	•	1,551.27	0.00	101.60	1,652.87
				Sub Total:	22,251.52	0.00	1,551.61	23,803.03

Mon-Year	Invoice No:	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
FEB-2016	100230	02/29/2016	RETRAINFEE-FEB2016-0		250.00	0.00	12.76	262.76
	10867506	02/04/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	10.16	170.16
	10867513	02/04/2016	GUEST SATISFACTION		133.00	0.00	8.45	141.45
	10867514	02/04/2016	WR GUEST SATISFACTION		57.69	0.00	3.66	61.35
	16614	02/22/2016	WYNREWARDS 5%		742.16	0.00	40.44	782.60
	16843	02/22/2016	WYNREWARDS BONUS		2.50	0.00	0.14	2.64
	31109236	02/05/2016	AHLA FEE		591.00	0.00	0.00	591.00
	31114581	02/17/2016	TMC		186.82	0 00	10.65	197.47
	31114585	02/17/2016	Member Benefits		41.31	0.00	2.36	43.67
	31114836	02/17/2016	AAA Program		75.57	0.00	4.30	79.87
	31114901	02/17/2016	Government		4.34	0.00	0.26	4.60
	31119229	02/29/2016	Feb-16 Revenue Management		533.00	0.00	27.19	560.19
	43465900	02/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	2.79	57.42
	43468339	02/29/2016	7321A-TRAINING		382.63	0.00	19.51	402.14
	43468858	02/29/2016	Accrual-1200A-MARKETING FEE A	•	1,596.03	0.00	81.40	1,677.43
	43469343	02/29/2016	Accrual-1000A-ROYALTY FEE	•	1,596.03	0.00	81.40	1,677.43
				Sub Total:	6,406.71	0.00	305.47	6,712.18
MAR-2016	100287	03/31/2016	RETRAINFEE-MAR2016-0		250.00	0.00	8.88	258.88
	10872553	03/17/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	6.80	166.80
	10872654	03/17/2016	GUEST SATISFACTION		279.48	0.00	11.87	291.35
	10873242	03/17/2016	GUEST SATISFACTION		89.60	0.00	3.81	93.41
	10874458	03/31/2016	WR GUEST SATISFACTION		57.69	0.00	2.05	59.74
	10875236	03/31/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	5.68	165.68
	17341	03/22/2016	WYNREWARDS 5%		149.85	0.00	5.99	155.84
	31121166	03/07/2016	FEB-16 Wyn.com		31.50	0.00	1.49	32.99
	31121184	03/07/2016	FEB-16 GDS		77.50	0.00	3.68	81.18
	31121533	03/07/2016	FEB-16 Voice		1,010.16	0.00	47.98	1,058.14
	31127264	03/10/2016	OMEGA PROGRAM		5.00	0.35	0.24	5.59
	31129688	03/18/2016	TMC		360.53	0.00	15.15	375.68
	31129735	03/18/2016	AAA Program		73.58	0.00	3.09	76.67
	31129773	03/18/2016	Government		4.25	0.00	0.18	4.43
	31129899	03/18/2016	Member Benefits		35.91	0.00	1.51	37.42
	31133746	03/31/2016	Mar 2016 Revenue Management		533.00	0.00	18.93	551.93
	43491696	03/31/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.94	56.57
	43493753	03/31/2016	7321A-TRAINING		382.63	0.00	13.58	396.21
	43496295	03/31/2016	Accrual-1200A-MARKETING FEE A	•	1,020.96	0.00	36.23	1,057.19
	43496298	03/31/2016	Accrual-1000A-ROYALTY FEE	•	1,020.96	0.00	36.23	1,057.19
				Sub Total:	5,757.23	0.35	225.31	5,982.89
APR-2016	100325	04/30/2016	RETRAINFEE-APR2016-3		250.00	0.00	5.13	255.13
	10878030	04/14/2016	WR GUEST SATISFACTION		57.69	0.00	1.65	59.34
	10878405	04/14/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	4.56	164.56
	17932	04/22/2016	WYNREWARDS 5%		319.96	0.00	7.84	327.80
	31137992	04/06/2016	GLOBAL CONFERENCE		1,149.00	0.00	0.00	1,149.00
	31142297	04/10/2016	Mar-16 Voice		1,182.81	0.00	36.07	1,218.88
	31142545	04/10/2016	Mar-16 GDS		85.25	0.00	2.60	87.85
	31142716	04/10/2016	Mar-16 WYN.COM		24.50	0.00	0.75	25.25

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31144690	04/22/2016	TMC		4.50	0.00	0.11	4.61
	31144724	04/22/2016	AAA Program		8.82	0.00	0.21	9.03
	31144776	04/22/2016	Member Benefits		23.80	0.00	0.59	24.39
	31146994	04/30/2016	Apr 2016 Revenue Management		533.00	0.00	10.93	543.93
	43518450	04/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.12	55.75
	43518941	04/30/2016	7321A-TRAINING		382.63	0.00	7.84	390.47
	43521616	04/30/2016	Accrual-1000A-ROYALTY FEE	*	3,471.78	0.00	71.17	3,542.95
	43521793	04/30/2016	Accrual-1200A-MARKETING FEE A	*	3,471.78	0.00	71.17	3,542.95
				Sub Total:	11,180.15	0.00	221.74	11,401.89
MAY-2016	100342	05/31/2016	RETRAINFEE-MAY2016-0		250.00	0.00	1.25	251.25
	10883535	05/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	1.76	161.76
	10883543	05/19/2016	GUEST SATISFACTION		30.00	0.00	0.33	30 33
	10884423	05/26/2016	GUEST SATISFACTION		564.90	0.00	4.24	569.14
	10884819	05/26/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	1.20	161.20
	18515	05/22/2016	WYNREWARDS BONUS		20.00	0.00	0.19	20.19
	18516	05/22/2016	WYNREWARDS BONUS		22.50	0.00	0.21	22.71
	18542	05/22/2016	WYNREWARDS 5%		1,486.08	0.00	14.12	1,500.20
	31148246	05/03/2016	APR-16 Wyn.com		381.50	0.00	7.25	388.75
	31148525	05/03/2016	APR-16 GDS		752.75	0.00	14.30	767.05
	31148591	05/03/2016	APR-16 Voice		2,050.25	0.00	38.95	2,089.20
	31156456	05/31/2016	May 2016 Revenue Management		533.00	0.00	2.67	535.67
	43540276	05/31/2010	7321A-TRAINING		382.63	0.00	1.91	384.54
	43540800	05/31/2016	7308A-DISTRIBUTION TECH		54.63	0.00	0.27	54.90
	43547329	05/31/2016	Accrual-1000A-ROYALTY FEE	*	5,745.36	0.00	28.73	5,774.09
	43547330	05/31/2016	Accrual-1200A-MARKETING FEE A	*	5,745.36	0.00	28.73	5,774.09
				Sub Total:	18,338.96	0.00	146.11	18,485.07
JUN-2016	100483	06/30/2016	RETRAINFEE-JUN2016-0		250.00	0.00	0.00	250.00
	10887034	06/09/2016	WR GUEST SATISFACTION		57.69	0.00	0 03	57.72
	18702	06/22/2016	WYNREWARDS BONUS		15.00	0.00	0.00	15.00
	18809	06/22/2016	WYNREWARDS GIFTCARD		-50.00	0.00	0.00	-50.00
	18848	06/22/2016	WYNREWARDS BONUS		40.00	0.00	0.00	40.00
	18955	06/22/2016	WYNREWARDS 5%		2,940.03	0.00	0.00	2,940.03
	31157965	06/02/2016	MAY-16 Wyn.com		420.00	0.00	1.68	421.68
	31158104	06/02/2016	MAY-16 GDS		1,031.75	0.00	4.13	1,035.88
	31158296	06/02/2016	MAY-16 Voice		2,610.46	0.00	10.44	2,620.90
	31165932	06/21/2016	Wyndham brand annual billing		750.00	0.00	0.00	750.00
	31166074	06/21/2016	CRS REACTIVATION FEE		4,000.00	0.00	0.00	4,000.00
	31166815	06/27/2016	PM SYSTEM TRAINING/SERVICES		2,250.00	0.00	0.00	2,250.00
	31167217	06/28/2016	AAA Program		153.00	0.00	0.00	153.00
	31167347	06/28/2016	GSA		7.84	0.00	0.00	7.84
	31167399	06/28/2016	AAA Program		118.45	0.00	0.00	118.45
	31167531	06/28/2016	Member Benefits		53.57	0.00	0.00	53.57
	31167561	06/28/2016	TMC		248.97	0.00	0.00	248.97
	31167664	06/28/2016	TMC		417.90	0.00	0.00	417.90
	31167681	06/28/2016	Member Benefits		251.05	0.00	0.00	251.05
	31167735	06/28/2016	Government		113.77	0.00	0.00	113.77
	31167929	06/28/2016	Government		54.56	0.00	0.00	54.56
	31168348	06/28/2016	Jun 2016 Revenue Management		533.00	0.00	0.00	533.00

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	43565780	06/30/2016	7321A-TRAINING		382.63	0.00	0.00	382.63
	43566913	06/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	0.00	54.63
	43573489	06/30/2016	Accrual-1200A-MARKETING FEE A	*	6,299.52	0.00	0.00	6,299.52
	43573646	06/30/2016	Accrual-1000A-ROYALTY FEE	*	6,299.52	0.00	0.00	6,299.52
				Sub Total:	29,303.34	0.00	16.28	29,319.62
JUL-2016	100554	07/31/2016	RETRAINFEE-JUL2016-3		250.00	0.00	0.00	250.00
	10890772	07/07/2016	GUEST SATISFACTION		70.00	0.00	0.00	70.00
	10890937	07/07/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10891226	07/07/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10891392	07/07/2016	GUEST SATISFACTION		300.00	0.00	0.00	300.00
	19351	07/22/2016	WYNREWARDS GIFTCARD		-25.00	0.00	0.00	-25.00
	19451	07/22/2016	WYNREWARDS BONUS		20.00	0.00	0.00	20.00
	19452	07/22/2016	WYNREWARDS BONUS		35.00	0.00	0.00	35.00
	19628	07/22/2016	WYNREWARDS 5%		1,291.97	0.00	0.00	1,291.97
	31172828	07/07/2016	JUN-16 GDS		666.50	0.00	0.00	666.50
	31172920	07/07/2016	JUN-16 Wyn.com		287.00	0.00	0.00	287.00
	31172953	07/07/2016	JUN-16 Voice		2,374.96	0.00	0.00	2,374.96
	31175723	07/22/2016	Government		92.07	0.00	0.00	92.07
	31175765	07/22/2016	Member Benefits		207.43	0.00	0.00	207.43
	31175922	07/22/2016	AAA Program		330.77	0.00	0.00	330.77
	31176345	07/22/2016	TMC		688.74	0.00	0.00	688.74
	31177683	07/29/2016	Jul 2016 Revenue Management		533.00	0.00	0.00	533.00
	43591819	07/31/2016	7321A-TRAINING		382.63	0.00	0.00	382.63
	43592751	07/31/2016	7308A-DISTRIBUTION TECH		54.63	0.00	0.00	54.63
	43600038	07/31/2016	Accrual-1000A-ROYALTY FEE	*	7,568.55	0.00	0.00	7,568.55
	43600090	07/31/2016	Accrual-1200A-MARKETING FEE A	*	7,568.55	0.00	0.00	7,568.55
				Sub Total:	23,016.80	0.00	0.00	23,016.80
				Grand Total:	170,712.42	98.35	8,235.33	179,046.10

Requested By: Kristina Violette

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 05 Aug 2016 **Tracking Number:** 1Z22445X0295184567

1 Address Information

Ship To:
Mordowitz & Lemberg PC LLP
Mr. Abraham Mordowitz
118 E. 28th Street
NEW YORK NY 100168413

Ship From:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

Return Address:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Shipping Fees Subtotal:	16.12 USD
Transportation	15.43 USD
Fuel Surcharge	0.69 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges: 16.12 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 7.17 USD

Total Charges: 7.17 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Shipment Receipt

Transaction Date: 05 Aug 2016 **Tracking Number:** 1Z22445X0291393428

1 Address Information

Ship To:
Welcome Hotel Group, LLC
Banad Vishwanath
1 W. Lafayette St.
TRENTON NJ 086082001

Ship From:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

Return Address:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Shipping Fees Subtotal:	16.12 USD
Transportation	15.43 USD
Fuel Surcharge	0.69 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Charges: 16.12 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 7.17 USD

Total Charges: 7.17 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT F

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 fax (800) 880-9445

November 15, 2016

VIA 2 DAY DELIVERY METHOD

Mr. Abraham Mordowitz
Mordowitz & Lemberg PC LLP
118 E. 28th Street
New York, NY 10016

Re: **NOTICE OF CONTINUING MONETARY DEFAULT** relating to Wyndham® Unit #48471-04778-1 located in Trenton, NJ (the "Facility")

Dear Mr. Mordowitz:

I write on behalf of Wyndham Hotels and Resorts, LLC, ("we," "us," or "our") regarding the Franchise Agreement dated March 31, 2014, as amended, between Welcome Hotel Group, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on May 20, 2016 and August 5, 2016, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of the date of this Notice, your account is now past due in the amount of **$202,803.84**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default regarding the Facility.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Joe Maida
Director
Contracts Compliance

Enclosure

cc: Banad Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Deepak Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Kate Ashton
Mark Kukulski
Dianna Bayas
Michael Piccola
Suzanne Fenimore

ITEMIZED STATEMENT

Report Date: 15-Nov-2016

As of Date (DD-MMM-YYYY) : 15-Nov-2016
Customer No : 48471-04778-01-WDF
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Sites
Disputed : No
Finance Charges Included : Yes

WYNDHAM Hotels and Resorts

Customer No : 48471-04778-01-WDF
Address : 1 W. Lafayette Street,Trenton,NJ,08608,US
As of Date : 15-Nov-2016

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
OCT-2015	10852424	10/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.40	180.40
	10853521	10/28/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.48	180.48
	31080655	10/30/2015	Q/A INSPECTION		1,400.00	98.00	259.16	1,757.16
	43354544	10/30/2015	7321A-TRAINING		382.67	0.00	48.59	431.26
	43356027	10/30/2015	7308A-DISTRIBUTION TECH		54.67	0.00	6.95	61.62
	43361687	10/30/2015	Actual-1200A-MARKETING FEE A		4,180.58	0.00	726.53	4,907.11
	43361693	10/30/2015	Actual-1000A-ROYALTY FEE		4,180.58	0.00	688.25	4,868.83
				Sub Total:	10,518.50	98.00	1,770.36	12,386.86
NOV-2015	10857124	11/17/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	26.24	186.24
	10857151	11/17/2015	GUEST SATISFACTION		2,246.60	0.00	368.44	2,615.04
	14876	11/21/2015	WR FREE ENROLLMENTS		-22.43	0.00	0.00	-22.43
	14877	11/21/2015	WYNREWARDS 5%		1,525.05	0.00	247.08	1,772.13
	31083058	11/05/2015	AAA Credit Prop-GDS		-294.80	0.00	0.00	-294.80
	31083737	11/11/2015	ADV Group CD 737674-1 Arrival 11-1-2015		174.15	0.00	29.09	203.24
	31085975	11/29/2015	Nov-15 Revenue Management		2,340.00	0.00	369.72	2,709.72
	31087355	11/29/2015	NOV-15 GDS		717.25	0.00	113.34	830.59
	31087425	11/29/2015	NOV-15 Wyn com		301.00	0.00	47.60	348.60
	31087735	11/29/2015	NOV-15 Voice		1,454.25	0.00	229.76	1,684.01
	43381005	11/29/2015	7321A-TRAINING		382.67	0.00	60.45	443.12
	43382167	11/29/2015	7308A-DISTRIBUTION TECH		54.67	0.00	8.65	63.32
	43387568	11/29/2015	Actual-1200A-MARKETING FEE A		3,296.65	0.00	520.88	3,817.53
	43387574	11/29/2015	Actual-1000A-ROYALTY FEE		3,296.65	0.00	520.88	3,817.53
				Sub Total:	15,631.71	0.00	2,542.13	18,173.84
DEC-2015	100141	12/30/2015	RETRAINFEE-DEC2015-4		250.00	0.00	35.66	285.66
	10859302	12/01/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	25.12	185.12

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	10859827	12/01/2015	GUEST SATISFACTION		75.00	0.00	11.78	86.78
	10860134	12/08/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	24.56	184.56
	10861107	12/08/2015	GUEST SATISFACTION		122.03	0.00	18.72	140.75
	10863164	12/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	22.88	182.88
	10863505	12/29/2015	GUEST SATISFACTION		200.00	0.00	28.60	228.60
	15466	12/21/2015	WYNREWARDS BONUS		2.50	0.00	0.39	2.89
	15532	12/21/2015	WR FREE ENROLLMENTS		-37.21	0.00	0.00	-37.21
	15548	12/21/2015	WYNREWARDS 5%		1,385.75	0.00	203.72	1,589.47
	31088393	12/02/2015	Government		5.72	0.00	0.91	6.63
	31088412	12/02/2015	FNL Group CD 737674-1 Arrival 11/1/2015		83.85	0.00	13.14	96.99
	31088516	12/02/2015	TMC		329.01	0.00	51.51	380.52
	31088583	12/02/2015	AAA Program		247.77	0.00	38.78	286.55
	31088708	12/02/2015	Member Benefits		151.95	0.00	23.81	175.76
	31091551	12/10/2015	CK#4199		100.00	0.00	15.25	115.25
	31092570	12/15/2015	AAA Program		90.88	0.00	13.63	104.51
	31092628	12/16/2015	Government		8.58	0.00	1.27	9.85
	31092662	12/16/2015	Member Benefits		260.13	0.00	39.00	299.13
	31092849	12/15/2015	TMC		94.87	0.00	14.22	109.09
	31092870	12/15/2015	GSA		5.31	0.00	0.79	6.10
	31096330	12/30/2015	DEC-15 Voice		1,008.94	0.00	143.77	1,152.71
	31096459	12/30/2015	DEC-15 GDS		425.00	0.00	60.59	485.59
	31096625	12/30/2015	DEC-15 Wyn.com		206.50	0.00	29.43	235.93
	43407873	12/30/2015	7321A-TRAINING		382.63	0.00	54.52	437.15
	43409149	12/30/2015	7308A-DISTRIBUTION TECH		54.63	0.00	7.80	62.43
	43415416	12/30/2015	Accrual-1000A-ROYALTY FEE	*	2,251.47	0.00	320.84	2,572.31
	43415417	12/30/2015	Accrual-1200A-MARKETING FEE A	*	2,251.47	0.00	320.84	2,572.31
				Sub Total:	10,436.78	0.00	1,621.53	11,958.31
JAN-2016	100194	01/30/2016	RETRAINFEE-JAN2016-1		250.00	0.00	31.78	281.78
	10864627	01/13/2016	GUEST SATISFACTION		158.80	0.00	21.50	180.30
	10865955	01/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	21.20	181.20
	10866168	01/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	21.20	181.20
	10866287	01/19/2016	GUEST SATISFACTION		30.00	0.00	4.00	34.00
	10866927	01/26/2016	GUEST SATISFACTION		70.00	0.00	9.06	79.06
	10866985	01/26/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.64	180.64
	16155	01/21/2016	WYNREWARDS 5%		876.44	0.00	115.24	991.68
	31099130	01/10/2016	HRG Global Hotel Programme 2016 Fee		1,095.00	0.00	150.02	1,245.02
	31099310	01/10/2016	GSM Travel Mgt Programme 2016 Fee		375.00	0.00	51.38	426.38
	31100506	01/18/2016	CRS REACTIVATION FEE		4,000.00	0.00	532.00	4,532.00
	31100906	01/19/2016	NT AUDIT VAR ROYALTY		1,113.81	0.00	147.57	1,261.38
	31100907	01/19/2016	NT AUDIT VAR FUND		1,113.81	0.00	147.57	1,261.38
	31100908	01/19/2016	NT AUDIT VAR ROYALTY		2,898.72	0.00	384.08	3,282.80
	31100909	01/19/2016	NT AUDIT VAR FUND		2,898.72	0.00	384.08	3,282.80
	31101233	01/20/2016	TMC		216.31	0.00	28.52	244.83
	31101411	01/20/2016	Government		12.22	0.00	1.61	13.83
	31101574	01/20/2016	AAA Program		125.26	0.00	16.53	141.79
	31101838	01/20/2016	Member Benefits		69.40	0.00	9.18	78.58

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31103200	01/26/2016	GTMC Programme 2016		149.77	0.00	19.32	169.09
	31103741	01/28/2016	Dec-15 Revenue Management		533.00	0.00	68.23	601.23
	31103858	01/28/2016	Jan-16 Revenue Management		533.00	0.00	68.23	601.23
	31105124	01/30/2016	JAN-16 Wyn.com		266.00	0.00	33.77	299.77
	31105128	01/30/2016	JAN-16 Voice		918.46	0.00	116.67	1,035.13
	31105348	01/30/2016	JAN-16 GDS		528.00	0.00	67.04	595.04
	43435135	01/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	6.96	61.59
	43435284	01/30/2016	7321A-TRAINING		382.63	0.00	48.59	431.22
	43443974	01/30/2016	Accrual-1000A-ROYALTY FEE	*	1,551.27	0.00	196.99	1,748.26
	43444044	01/30/2016	Accrual-1200A-MARKETING FEE A	*	1,551.27	0.00	196.99	1,748.26
				Sub Total:	22,251.52	0.00	2,919.95	25,171.47
FEB-2016	100230	02/28/2016	RETRAINFEE-FEB2016-0		250.00	0.00	28.15	278.15
	10867506	02/03/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.00	180.00
	10867513	02/03/2016	GUEST SATISFACTION		133.00	0.00	16.63	149.63
	10867514	02/03/2016	WR GUEST SATISFACTION		57.69	0.00	7.20	64.89
	16614	02/21/2016	WYNREWARDS 5%		742.16	0.00	86.07	828.23
	16643	02/21/2016	WYNREWARDS BONUS		2.50	0.00	0.30	2.80
	31109236	02/04/2016	AHLA FEE		591.00	0.00	0.00	591.00
	31114581	02/16/2016	TMC		186.82	0.00	22.15	208.97
	31114585	02/16/2016	Member Benefits		41.31	0.00	4.90	46.21
	31114836	02/16/2016	AAA Program		75.57	0.00	8.94	84.51
	31114901	02/16/2016	Government		4.34	0.00	0.54	4.88
	31119229	02/28/2016	Feb-16 Revenue Management		533.00	0.00	59.97	592.97
	43465900	02/28/2016	7308A-DISTRIBUTION TECH		54.63	0.00	6.16	60.79
	43466339	02/28/2016	7321A-TRAINING		382.63	0.00	43.04	425.67
	43468858	02/28/2016	Actual-1200A-MARKETING FEE A		1,216.09	0.00	162.08	1,378.17
	43469343	02/28/2016	Actual-1000A-ROYALTY FEE		1,216.09	0.00	162.08	1,378.17
				Sub Total:	5,646.83	0.00	628.21	6,275.04
MAR-2016	100287	03/30/2016	RETRAINFEE-MAR2016-0		250.00	0.00	24.27	274.27
	10872553	03/16/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	16.64	176.64
	10872654	03/16/2016	GUEST SATISFACTION		279.48	0.00	29.05	308.53
	10873242	03/16/2016	GUEST SATISFACTION		89.60	0.00	9.32	98.92
	10874458	03/30/2016	WR GUEST SATISFACTION		57.69	0.00	5.59	63.28
	10875236	03/30/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	15.52	175.52
	17341	03/21/2016	WYNREWARDS 5%		149.85	0.00	15.20	165.05
	31121166	03/06/2016	FEB-16 Wyn.com		31.50	0.00	3.43	34.93
	31121184	03/06/2016	FEB-16 GDS		77.50	0.00	8.44	85.94
	31121533	03/08/2016	FEB-16 Voice		1,010.16	0.00	110.11	1,120.27
	31127264	03/09/2016	OMEGA PROGRAM		5.00	0.35	0.56	5.91
	31129688	03/17/2016	TMC		360.53	0.00	37.33	397.86
	31129735	03/17/2016	AAA Program		73.58	0.00	7.61	81.19
	31129773	03/17/2016	Government		4.25	0.00	0.45	4.70
	31129899	03/17/2016	Member Benefits		35.91	0.00	3.73	39.64
	31133746	03/30/2016	Mar 2016 Revenue Management		533.00	0.00	51.71	584.71
	43491896	03/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	5.31	59.94
	43493753	03/30/2016	7321A-TRAINING		382.63	0.00	37.11	419.74
	43496295	03/30/2016	Actual-1200A-MARKETING FEE A		1,125.46	0.00	103.81	1,229.27

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	43496298	03/30/2016	Actual-1000A-ROYALTY FEE		1,125.46	0.00	103.81	1,229.27
				Sub Total:	5,966.23	0.35	589.00	6,555.58
APR-2016	100325	04/29/2016	RETRAINFEE-APR2016-3		250.00	0.00	20.52	270.52
	10878030	04/13/2016	WR GUEST SATISFACTION		57.60	0.00	5.19	62.88
	10878405	04/13/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	14.40	174.40
	17932	04/21/2016	WYNREWARDS 5%		319.96	0.00	27.52	347.48
	31137992	04/05/2016	GLOBAL CONFERENCE		1,149.00	0.00	35.05	1,184.05
	31142297	04/09/2016	Mar-16 Voice		1,182.81	0.00	108.80	1,291.61
	31142545	04/09/2016	Mar-16 GDS		85.25	0.00	7.84	93.09
	31142716	04/09/2016	Mar-16 WYN.COM		24.50	0.00	2.26	26.76
	31144690	04/21/2016	TMC		4.50	0.00	0.39	4.89
	31144724	04/21/2016	AAA Program		8.82	0.00	0.76	9.58
	31144776	04/21/2016	Member Benefits		23.80	0.00	2.06	25.86
	31146994	04/29/2016	Apr 2016 Revenue Management		533.00	0.00	43.71	576.71
	43518450	04/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	4.49	59.12
	43518941	04/29/2016	7321A-TRAINING		382.63	0.00	31.37	414.00
	43521616	04/29/2016	Actual-1000A-ROYALTY FEE		3,658.60	0.00	293.28	3,951.88
	43521793	04/29/2016	Actual-1200A-MARKETING FEE A		3,658.60	0.00	293.28	3,951.88
				Sub Total:	11,553.79	0.00	890.92	12,444.71
MAY-2016	100342	05/30/2016	RETRAINFEE-MAY2016-0		250.00	0.00	16.64	266.64
	10883535	05/18/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	11.60	171.60
	10883543	05/18/2016	GUEST SATISFACTION		30.00	0.00	2.19	32.19
	10884423	05/25/2016	GUEST SATISFACTION		564.90	0.00	38.99	603.89
	10884819	05/25/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	11.04	171.04
	18515	05/21/2016	WYNREWARDS BONUS		20.00	0.00	1.42	21.42
	18516	05/21/2016	WYNREWARDS BONUS		22.50	0.00	1.60	24.10
	18542	05/21/2016	WYNREWARDS 5%		1,486.08	0.00	105.50	1,591.58
	31148246	05/02/2016	APR-16 Wyn.com		381.50	0.00	30.70	412.20
	31148525	05/02/2016	APR-16 GDS		752.75	0.00	60.60	813.35
	31148591	05/02/2016	APR-16 Voice		2,050.25	0.00	165.04	2,215.29
	31156458	05/30/2016	May 2016 Revenue Management		533.00	0.00	35.45	568.45
	43540278	05/30/2016	7321A-TRAINING		382.63	0.00	25.44	408.07
	43540600	05/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	3.64	58.27
	43547329	05/30/2016	Actual-1000A-ROYALTY FEE		5,238.68	0.00	358.76	5,597.44
	43547330	05/30/2016	Actual-1200A-MARKETING FEE A		5,238.68	0.00	358.76	5,597.44
				Sub Total:	17,325.60	0.00	1,227.37	18,552.97
JUN-2016	100483	06/29/2016	RETRAINFEE-JUN2016-0		250.00	0.00	12.89	262.89
	10887034	06/08/2016	WR GUEST SATISFACTION		57.69	0.00	3.57	61.26
	18702	06/21/2016	WYNREWARDS BONUS		15.00	0.00	0.83	15.83
	18809	06/21/2016	WYNREWARDS GIFTCARD		-50.00	0.00	0.00	-50.00
	18848	06/21/2016	WYNREWARDS BONUS		40.00	0.00	2.22	42.22
	18955	06/21/2016	WYNREWARDS 5%		2,940.03	0.00	163.17	3,103.20
	31157965	06/01/2016	MAY-16 Wyn.com		420.00	0.00	27.51	447.51

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31158104	06/01/2016	MAY-16 GDS		1,031.75	0.00	67.58	1,099.33
	31158296	06/01/2016	MAY-16 Voice		2,610.46	0.00	170.98	2,781.44
	31165932	06/20/2016	Wyndham brand annual billing		750.00	0.00	42.01	792.01
	31166074	06/20/2016	CRS REACTIVATION FEE		4,000.00	0.00	224.00	4,224.00
	31166815	06/26/2016	PM SYSTEM TRAINING/SERVICES		2,250.00	0.00	119.26	2,369.26
	31167217	06/27/2016	AAA Program		153.00	0.00	8.03	161.03
	31167347	06/27/2016	GSA		7.84	0.00	0.41	8.25
	31167399	06/27/2016	AAA Program		118.45	0.00	6.23	124.68
	31167531	06/27/2016	Member Benefits		53.57	0.00	2.81	56.38
	31167561	06/27/2016	TMC		248.97	0.00	13.07	262.04
	31167664	06/27/2016	TMC		417.90	0.00	21.95	439.85
	31167681	06/27/2016	Member Benefits		251.05	0.00	13.18	264.23
	31167735	06/27/2016	Government		113.77	0.00	5.97	119.74
	31167929	06/27/2016	Government		54.56	0.00	2.87	57.43
	31168348	06/27/2016	Jun 2016 Revenue Management		533.00	0.00	27.98	560.98
	43585780	06/29/2016	7321A-TRAINING		382.63	0.00	19.70	402.33
	43586913	06/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	2.82	57.45
	43573489	06/29/2016	Actual-1200A-MARKETING FEE A		5,400.87	0.00	283.08	5,683.95
	43573646	06/29/2016	Actual-1000A-ROYALTY FEE		5,400.87	0.00	283.08	5,683.95
				Sub Total:	27,506.04	0.00	1,525.20	29,031.24
JUL-2016	100554	07/30/2016	RETRAINFEE-JUL2016-3		250.00	0.00	9.01	259.01
	10890772	07/06/2016	GUEST SATISFACTION		70.00	0.00	3.37	73.37
	10890937	07/06/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	7.68	167.68
	10891226	07/06/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	7.68	167.68
	10891392	07/06/2016	GUEST SATISFACTION		300.00	0.00	14.40	314.40
	19351	07/21/2016	WYNREWARDS GIFTCARD		-25.00	0.00	0.00	-25.00
	19451	07/21/2016	WYNREWARDS BONUS		20.00	0.00	0.81	20.81
	19452	07/21/2016	WYNREWARDS BONUS		35.00	0.00	1.42	36.42
	19628	07/21/2016	WYNREWARDS 5%		1,291.97	0.00	52.33	1,344.30
	31172828	07/06/2016	JUN-16 GDS		666.50	0.00	31.99	698.49
	31172920	07/06/2016	JUN-16 Wyn.com		287.00	0.00	13.78	300.78
	31172953	07/06/2016	JUN-16 Voice		2,374.96	0.00	113.99	2,488.95
	31175723	07/21/2016	Government		92.07	0.00	3.73	95.80
	31175765	07/21/2016	Member Benefits		207.43	0.00	8.40	215.83
	31175922	07/21/2016	AAA Program		330.77	0.00	13.40	344.17
	31176345	07/21/2016	TMC		688.74	0.00	27.90	716.64
	31177683	07/28/2016	Jul 2016 Revenue Management		533.00	0.00	19.72	552.72
	43591819	07/30/2016	7321A-TRAINING		382.63	0.00	13.77	396.40
	43592751	07/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.97	56.60
	43600038	07/30/2016	Actual-1000A-ROYALTY FEE		6,139.46	0.00	221.02	6,360.48
	43600090	07/30/2016	Actual-1200A-MARKETING FEE A		6,139.46	0.00	221.02	6,360.48
				Sub Total:	20,158.62	0.00	787.39	20,946.01
AUG-2016	100584	08/30/2016	RETRAINFEE-AUG2016-1		250.00	0.00	5.13	255.13
	10899346	08/17/2016	GUEST SATISFACTION		146.74	0.00	3.96	150.70
	10899888	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.27	11.81
	10900032	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.27	11.81
	10900726	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.27	11.81
	10901029	08/24/2016	GUEST SRVCS TRANSACTION		160.00	0.00	3.76	163.76

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
			CHARGE					
	10901424	08/24/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	3.76	163.76
	10901714	08/24/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	3.76	163.76
	10901974	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.27	11.81
	20046	08/21/2016	WYNREWARDS BONUS		12.50	0.00	0.31	12.81
	20321	08/21/2016	WYNREWARDS 5%		802.05	0.00	20.05	822.10
	31180877	08/09/2016	FEB2016 Voice ADJ		-883.61	0.00	0.00	-883.61
	31185372	08/25/2016	TMC		383.83	0.00	8.83	392.66
	31185583	08/25/2016	Government		173.87	0.00	3.99	177.86
	31185704	08/25/2016	Member Benefits		69.09	0.00	1.59	70.68
	31185736	08/25/2016	AAA Program		89.94	0.00	2.06	92.00
	31186585	08/28/2016	Aug 2016 Revenue Management		533.00	0.00	11.46	544.46
	43617222	08/30/2016	7321A-TRAINING		382.63	0.00	7.84	390.47
	43618349	08/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.12	55.75
	43624160	08/30/2016	Accrual-1000A-ROYALTY FEE	•	2,424.30	0.00	49.70	2,474.00
	43624342	08/30/2016	Accrual-1200A-MARKETING FEE A	•	2,424.30	0.00	49.70	2,474.00
				Sub Total:	7,389.43	0.00	178.10	7,567.53
SEP-2016	100688	09/29/2016	RETRAINFEE-SEP2016-2		250.00	0.00	1.38	251.38
	10902725	08/31/2016	WR GUEST SATISFACTION		11.54	0.00	0.23	11.77
	10903230	08/31/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	3.20	163.20
	10904964	09/07/2016	WR GUEST SATISFACTION		11.54	0.00	0.19	11.73
	10905473	09/07/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	2.64	162.64
	10908167	09/14/2016	GUEST SATISFACTION		129.51	0.00	1.68	131.19
	10909522	09/21/2016	GUEST SATISFACTION		150.09	0.00	1.43	151.52
	10909993	09/28/2016	GUEST SATISFACTION		178.25	0.00	1.07	179.32
	10910987	09/28/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.96	160.96
	20478	09/21/2016	WYNREWARDS 5%		833.51	0.00	7.92	841.43
	20541	09/21/2016	WR FREE ENROLLMENTS		-51.62	0.00	0.00	-51.62
	20783	09/21/2016	WYNREWARDS BONUS		5.00	0.00	0.05	5.05
	20784	09/21/2016	WYNREWARDS BONUS		17.50	0.00	0.17	17.67
	31195755	09/20/2016	TMC		167.37	0.00	1.67	169.04
	31195807	09/20/2016	Member Benefits		79.17	0.00	0.79	79.96
	31195947	09/20/2016	Government		85.83	0.00	0.86	86.69
	31196001	09/20/2016	AAA Program		92.03	0.00	0.92	92.95
	31204617	09/28/2016	WYNREWARD RETRAINADJ		-250.00	0.00	0.00	-250.00
	31204716	09/28/2016	Win 16 Promo Correction		-115.24	0.00	0.00	-115.24
	31204909	09/28/2016	Sep 2016 Revenue Management		533.00	0.00	3.20	536.20
	43642358	09/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	0.30	54.93
	43643175	09/29/2016	7321A-TRAINING		382.63	0.00	2.10	384.73
	43650095	09/29/2016	Accrual-1000A-ROYALTY FEE	•	3,303.45	0.00	18.17	3,321.62
	43650096	09/29/2016	Accrual-1200A-MARKETING FEE A	•	3,303.45	0.00	18.17	3,321.62
				Sub Total:	9,651.64	0.00	67.10	9,718.74
OCT-2016	100738	10/30/2016	RETRAINFEE-OCT2016-0		250.00	0.00	0.00	250.00
	10912022	10/05/2016	GUEST SATISFACTION		125.06	0.00	0.31	125.37
	10912890	10/05/2016	GUEST SRVCS TRANSACTION		160.00	0.00	0.40	160.40

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
			CHARGE					
	10913139	10/12/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10913291	10/12/2016	GUEST SATISFACTION		320.88	0.00	0.00	320.88
	10914994	10/19/2016	WR GUEST SATISFACTION		11.54	0.00	0.00	11.54
	10915050	10/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10915549	10/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10915672	10/19/2016	WR GUEST SATISFACTION		57.69	0.00	0.00	57.69
	21151	10/21/2016	WYNREWARDS BONUS		10.00	0.00	0.00	10.00
	21260	10/21/2016	WYNREWARDS BONUS		20.00	0.00	0.00	20.00
	21528	10/21/2016	WYNREWARDS 5%		749.01	0.00	0.00	749.01
	31207925	10/06/2016	WYNREWARDS ADMINFEE		50.00	0.00	0.10	50.10
	31208292	10/09/2016	JUL-16 Voice		1,550.03	0.00	0.78	1,550.81
	31208630	10/09/2016	JUL-16 Wyn.com		154.00	0.00	0.08	154.08
	31208730	10/09/2016	AUG-16 Wyn.com		140.00	0.00	0.07	140.07
	31208804	10/09/2016	AUG-16 GDS		308.50	0.00	0.15	308.65
	31209001	10/09/2016	AUG-16 Voice		1,121.98	0.00	0.56	1,122.54
	31209063	10/09/2016	JUL-16 GDS		590.75	0.00	0.30	591.05
	31209830	10/13/2016	SEP-16 Wyn.com		192.50	0.00	0.00	192.50
	31209862	10/13/2016	SEP-16 Voice		1,378.55	0.00	0.00	1,378.55
	31210105	10/13/2016	SEP-16 GDS/Internet		419.50	0.00	0.00	419.50
	31210398	10/17/2016	TMC		309.07	0.00	0.00	309.07
	31210414	10/17/2016	Member Benefits		107.15	0.00	0.00	107.15
	31210700	10/17/2016	GSA		147.90	0.00	0.00	147.90
	31210711	10/17/2016	Government		61.38	0.00	0.00	61.38
	31210920	10/17/2016	AAA Program		27.73	0.00	0.00	27.73
	31211990	10/20/2016	CRS REACTIVATION FEE		4,000.00	0.00	0.00	4,000.00
	31212187	10/23/2016	TMC - Sep 2016		41.05	0.00	0.00	41.05
	31212401	10/23/2016	AAA Program - Aug 2016		9.14	0.00	0.00	9.14
	31212493	10/23/2016	Member Benefits - Aug 2016		11.10	0.00	0.00	11.10
	31212649	10/23/2016	TMC - Aug 2016		47.84	0.00	0.00	47.84
	31218365	10/30/2016	Oct 2016 Revenue Management		533.00	0.00	0.00	533.00
	43668136	10/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	0.00	54.63
	43669491	10/30/2016	7321A-TRAINING		382.63	0.00	0.00	382.63
	43674597	10/30/2016	Accrual-1000A-ROYALTY FEE	•	2,894.34	0.00	0.00	2,894.34
	43677386	10/30/2016	Accrual-1200A-MARKETING FEE A	•	2,894.34	0.00	0.00	2,894.34
				Sub Total:	19,611.29	0.00	2.75	19,614.04
NOV-2016	10917607	11/02/2016	GUEST SATISFACTION		2,138.40	0.00	0.00	2,138.40
	10917943	11/02/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10919171	11/08/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10919326	11/08/2016	WR GUEST SATISFACTION		11.54	0.00	0.00	11.54
	10919585	11/08/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10920106	11/08/2016	WR GUEST SATISFACTION		23.08	0.00	0.00	23.08
	10920174	11/08/2016	WR GUEST SATISFACTION		11.54	0.00	0.00	11.54
	10920359	11/08/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	31223292	11/07/2016	OCT-16 Wyn.com		66.50	0.00	0.00	66.50
	31223477	11/07/2016	OCT-16 Voice		1,299.44	0.00	0.00	1,299.44

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31223484	11/07/2016	OCT-16 GDS/Internet		217.00	0.00	0.00	217.00
				Sub Total:	4,407.50	0.00	0.00	4,407.50
				Grand Total:	188,055.48	98.35	14,650.01	202,803.84

Requested By: Kristine Violette

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

Shipment Receipt

Transaction Date: 15 Nov 2016 **Tracking Number:** 1Z22445X0292306538

1 Address Information

Ship To:
Mordowitz & Lemberg PC LLP
Mr. Abraham Mordowitz
118 E. 28th Street
NEW YORK NY 100168413

Ship From:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

Return Address:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Shipping Fees Subtotal:	16.05 USD
Transportation	15.43 USD
Fuel Surcharge	0.62 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Shipping Charges: 16.05 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges:	7.14 USD
Subtotal Shipping Charges:	7.14 USD
Total Charges:	7.14 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Shipment Receipt

Transaction Date: 15 Nov 2016 **Tracking Number:** 1Z22445X0294029745

1 Address Information

Ship To:	Ship From:	Return Address:
Welcome Hotel Group, LLC Banad Vishwanath 1 W. Lafayette St. TRENTON NJ 086082001	Wyndham Hotel Group - 22 Sylvan Kristine Violette 22 Sylvan Way Parsippany NJ 07054 Telephone:9737537204 email:kristine.violette@wyn.com	Wyndham Hotel Group - 22 Sylvan Kristine Violette 22 Sylvan Way Parsippany NJ 07054 Telephone:9737537204 email:kristine.violette@wyn.com

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	*UPS 2nd Day Air*
Shipping Fees Subtotal:	16.05 USD
Transportation	15.43 USD
Fuel Surcharge	0.62 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Shipping Charges:	16.05 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges:	7.14 USD
Subtotal Shipping Charges:	7.14 USD
Total Charges:	7.14 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT G

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 fax (800) 880-9445

February 21, 2017

VIA 2 DAY DELIVERY METHOD

Mr. Abraham Mordowitz
Mordowitz & Lemberg PC LLP
118 E. 28th Street
New York, NY 10016

Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Wyndham® Unit #48471-04778-1 located in Trenton, NJ (the "Facility")

Dear Mr. Mordowitz:

I write on behalf of Wyndham Hotels and Resorts, LLC, ("we," "us," or "our") regarding the Franchise Agreement dated March 31, 2014, as amended, between Welcome Hotel Group, LLC, ("you" or "your") and us (the "Agreement"). You will recall that, on May 20, 2016, August 5, 2016, and November 15, 2016, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten (10) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of the date of this Notice, your account is now past due in the amount of $240,449.00. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination. By copy of this Notice, we are also informing your Guarantors of your default regarding the Facility.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,

Joe Miglia
Director
Contracts Compliance

Enclosure

cc: Banad Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Deepak Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Kate Ashton
Mark Kukulski
Dianna Bayas
Michael Piccola
Suzanne Fenimore

ITEMIZED STATEMENT

Report Date: 21-Feb-2017

WYNDHAM Hotels and Resorts

As of Date (DD-MMM-YYYY)	:	21-Feb-2017
Customer No	:	48471-04778-01-WDF
Category Set	:	
Category Group	:	
Group No	:	
Bankruptcy	:	No Bankruptcy Sites
Disputed	:	No
Finance Charges Included	:	Yes
Customer No	:	48471-04778-01-WDF
Address	:	1 W. Lafayette Street,Trenton,NJ,08608,US
As of Date	:	21-Feb-2017

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
OCT-2015	10852424	10/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.40	180.40
	10853521	10/28/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.48	180.48
	31080655	10/30/2015	Q/A INSPECTION		1,400.00	98.00	328.07	1,826.07
	43354544	10/30/2015	7321A-TRAINING		382.67	0.00	48.59	431.26
	43356027	10/30/2015	7308A-DISTRIBUTION TECH		54.67	0.00	6.95	61.62
	43361687	10/30/2015	Actual-1200A-MARKETING FEE A		4,180.58	0.00	918.84	5,099.42
	43361693	10/30/2015	Actual-1000A-ROYALTY FEE		4,180.58	0.00	828.15	5,008.73
				Sub Total:	10,518.50	98.00	2,171.48	12,787.98
NOV-2015	10857124	11/17/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	33.60	193.60
	10857151	11/17/2015	GUEST SATISFACTION		2,246.60	0.00	471.78	2,718.38
	14876	11/21/2015	WR FREE ENROLLMENTS		-22.43	0.00	0.00	-22.43
	14877	11/21/2015	WYNREWARDS 5%		1,525.05	0.00	317.24	1,842.29
	31083056	11/05/2015	AAA Credit Prop-GDS		-294.80	0.00	0.00	-294.80
	31083737	11/11/2015	ADV Group CD 737674-1 Arrival 11-1-2015		174.15	0.00	37.10	211.25
	31085975	11/29/2015	Nov-15 Revenue Management		2,340.00	0.00	477.36	2,817.36
	31087355	11/29/2015	NOV-15 GDS		717.25	0.00	146.34	863.59
	31087425	11/29/2015	NOV-15 Wyn.com		301.00	0.00	61.46	362.46
	31087735	11/29/2015	NOV-15 Voice		1,454.25	0.00	296.65	1,750.90
	43381005	11/29/2015	7321A-TRAINING		382.67	0.00	78.05	460.72
	43382167	11/29/2015	7308A-DISTRIBUTION TECH		54.67	0.00	11.17	65 84
	43387566	11/29/2015	Actual-1200A-MARKETING FEE A		3,296.65	0.00	672.53	3,969.18
	43387574	11/29/2015	Actual-1000A-ROYALTY FEE		3,296.65	0.00	672.53	3,969.18
				Sub Total:	15,631.71	0.00	3,275.81	18,907.52
DEC-2015	100141	12/30/2015	RETRAINFEE-DEC2015-4		250.00	0.00	47.17	297.17
	10859302	12/01/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	32.48	192.48

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	10859827	12/01/2015	GUEST SATISFACTION		75.00	0.00	15.23	90.23
	10860134	12/08/2015	GUEST SRVCS TRANSACTION CHARGE		160 00	0.00	31.92	191 92
	10861107	12/08/2015	GUEST SATISFACTION		122.03	0.00	24.33	146.36
	10863164	12/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	30.24	190.24
	10863505	12/29/2015	GUEST SATISFACTION		200.00	0.00	37.80	237.80
	15466	12/21/2015	WYNREWARDS BONUS		2.50	0.00	0.51	3.01
	15532	12/21/2015	WR FREE ENROLLMENTS		-37.21	0.00	0.00	-37.21
	15548	12/21/2015	WYNREWARDS 5%		1,385.75	0.00	267.47	1,653.22
	31088393	12/02/2015	Government		5.72	0.00	1.18	6 90
	31088412	12/02/2015	FNL Group CD 737674-1 Arrival 11/1/2015		83.85	0.00	17.00	100 85
	31088516	12/02/2015	TMC		329.01	0.00	66.65	395.66
	31088583	12/02/2015	AAA Program		247.77	0.00	50.18	297.95
	31088708	12/02/2015	Member Benefits		151.95	0.00	30.81	182.76
	31091551	12/10/2015	CK#4199		100.00	0.00	19.85	119.85
	31092570	12/15/2015	AAA Program		90.88	0.00	17.81	108.69
	31092628	12/15/2015	Government		8.58	0.00	1.66	10.24
	31092662	12/15/2015	Member Benefits		260.13	0.00	50 96	311.09
	31092849	12/15/2015	TMC		94 87	0.00	18.58	113.45
	31092870	12/15/2015	GSA		5.31	0.00	1.03	6.34
	31096330	12/30/2015	DEC-15 Voice		1,008.94	0.00	190 18	1,199.12
	31096459	12/30/2015	DEC-15 GDS		425.00	0.00	80.15	505 15
	31096625	12/30/2015	DEC-15 Wyn.com		206.50	0.00	38.93	245.43
	43407873	12/30/2015	7321A-TRAINING		382.63	0.00	72.12	454.75
	43409149	12/30/2015	7308A-DISTRIBUTION TECH		54.63	0.00	10.32	64.95
	43415416	12/30/2015	Accrual-1000A-ROYALTY FEE	*	2,251.47	0.00	424.41	2,675.88
	43415417	12/30/2015	Accrual-1200A-MARKETING FEE A	*	2,251.47	0.00	424.41	2,675.88
				Sub Total:	**10,436.78**	**0.00**	**2,003.38**	**12,440.16**
JAN-2016	100194	01/30/2016	RETRAINFEE-JAN2016-1		250.00	0.00	43.29	293.29
	10864627	01/13/2016	GUEST SATISFACTION		158.80	0.00	28.80	187.60
	10865955	01/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	28.56	188.56
	10866168	01/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	28.56	188.56
	10866287	01/19/2016	GUEST SATISFACTION		30.00	0.00	5.39	35.39
	10866927	01/26/2016	GUEST SATISFACTION		70.00	0.00	12.29	82.29
	10866985	01/26/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	28.00	188.00
	16155	01/21/2016	WYNREWARDS 5%		876.44	0.00	155.55	1,031.99
	31099130	01/10/2016	HRG Global Hotel Programme 2016 Fee		1,095.00	0.00	200.39	1,295.39
	31099310	01/10/2016	GSM Travel Mgt Programme 2016 Fee		375.00	0.00	68.63	443.63
	31100506	01/18/2016	CRS REACTIVATION FEE		4,000.00	0.00	716.00	4,716.00
	31100906	01/19/2016	NT AUDIT VAR ROYALTY		1,113.81	0.00	198.80	1,312.61
	31100907	01/19/2016	NT AUDIT VAR FUND		1,113.81	0.00	198.80	1,312.61
	31100908	01/19/2016	NT AUDIT VAR ROYALTY		2,898.72	0.00	517.42	3,416.14
	31100909	01/19/2016	NT AUDIT VAR FUND		2,898.72	0.00	517.42	3,416.14
	31101233	01/20/2016	TMC		216.31	0.00	38.46	254.77
	31101411	01/20/2016	Government		12.22	0.00	2.17	14.39
	31101574	01/20/2016	AAA Program		125.26	0.00	22.29	147.55
	31101638	01/20/2016	Member Benefits		69.40	0.00	12.38	81.78

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31103200	01/26/2016	GTMC Programme 2016		149.77	0.00	26.21	175.98
	31103741	01/28/2016	Dec-15 Revenue Management		533.00	0.00	92 75	625.75
	31103858	01/28/2016	Jan-16 Revenue Management		533.00	0.00	92.75	625.75
	31105124	01/30/2016	JAN-16 Wyn com		266.00	0.00	46.00	312.00
	31105128	01/30/2016	JAN-16 Voice		918.46	0.00	158 93	1,077.39
	31105348	01/30/2016	JAN-16 GDS		528.00	0.00	91.32	619.32
	43435135	01/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	9.48	64.11
	43435284	01/30/2016	7321A-TRAINING		382.63	0.00	66.19	448.82
	43443974	01/30/2016	Accrual-1000A-ROYALTY FEE	*	1,551.27	0.00	268.34	1,819.61
	43444044	01/30/2016	Accrual-1200A-MARKETING FEE A	*	1,551.27	0.00	268.34	1,819 61
				Sub Total:	22,251.52	0.00	3,943.51	26,195.03
FEB-2016	100230	02/28/2016	RETRAINFEE-FEB2016-0		250 00	0.00	39 66	289.66
	10867506	02/03/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0 00	27 36	187 36
	10867513	02/03/2016	GUEST SATISFACTION		133.00	0.00	22.75	155.75
	10867514	02/03/2016	WR GUEST SATISFACTION		57.69	0.00	9.85	67 54
	16614	02/21/2016	WYNREWARDS 5%		742.16	0.00	120.20	862.36
	16643	02/21/2016	WYNREWARDS BONUS		2.50	0.00	0.42	2.92
	31114581	02/16/2016	TMC		186.82	0.00	30.75	217.57
	31114585	02/16/2016	Member Benefits		41.31	0.00	6.80	48.11
	31114836	02/16/2016	AAA Program		75.57	0.00	12.41	87.98
	31114901	02/16/2016	Government		4.34	0.00	0.75	5.09
	31119229	02/28/2016	Feb-16 Revenue Management		533 00	0.00	84.49	617.49
	43465900	02/28/2016	7308A-DISTRIBUTION TECH		54.63	0.00	8.68	63.31
	43466339	02/28/2016	7321A-TRAINING		382.63	0.00	60.64	443.27
	43468858	02/28/2016	Actual-1200A-MARKETING FEE A		1,216.09	0.00	218.02	1,434.11
	43469343	02/28/2016	Actual-1000A-ROYALTY FEE		1,216.09	0.00	218.02	1,434.11
				Sub Total:	5,055.83	0.00	860.80	5,916.63
MAR-2016	100287	03/30/2016	RETRAINFEE-MAR2016-0		250.00	0.00	35.78	285.78
	10872553	03/16/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	24.00	184.00
	10872654	03/16/2016	GUEST SATISFACTION		279.48	0 00	41.90	321 38
	10873242	03/16/2016	GUEST SATISFACTION		89.60	0.00	13.44	103.04
	10874458	03/30/2016	WR GUEST SATISFACTION		57.69	0.00	8.24	65.93
	10875236	03/30/2016	GUEST SRVCS TRANSACTION CHARGE		160 00	0 00	22.88	182.88
	17341	03/21/2016	WYNREWARDS 5%		149.85	0.00	22.09	171.94
	31121166	03/06/2016	FEB-16 Wyn.com		31.50	0.00	4.88	36.38
	31121184	03/06/2016	FEB-16 GDS		77.50	0.00	12.00	89.50
	31121533	03/06/2016	FEB-16 Voice		1,010.16	0.00	156 58	1,166.74
	31127264	03/09/2016	OMEGA PROGRAM		5.00	0.35	0.80	6.15
	31129688	03/17/2016	TMC		360.53	0.00	53.92	414.45
	31129735	03/17/2016	AAA Program		73.58	0.00	10.99	84.57
	31129773	03/17/2016	Government		4.25	0.00	0.65	4.90
	31129899	03/17/2016	Member Benefits		35.91	0.00	5.39	41.30
	31133746	03/30/2016	Mar 2016 Revenue Management		533.00	0.00	76.23	609.23
	43491696	03/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	7.83	62.46
	43493753	03/30/2016	7321A-TRAINING		382.63	0.00	54.71	437.34
	43496295	03/30/2016	Actual-1200A-MARKETING FEE A		1,125.46	0.00	155.57	1,281.03
	43496298	03/30/2016	Actual-1000A-ROYALTY FEE		1,125.46	0.00	155.57	1,281.03

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	5,966.23	0.35	863.45	6,830.03
APR-2016	100325	04/29/2016	RETRAINFEE-APR2016-3		250.00	0.00	32.03	282.03
	10878030	04/13/2016	WR GUEST SATISFACTION		57.69	0.00	7.84	65.53
	10878405	04/13/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	21.76	181.76
	17932	04/21/2016	WYNREWARDS 5%		319.96	0.00	42.24	362.20
	31137992	04/05/2016	GLOBAL CONFERENCE		1,149.00	0.00	87.91	1,236.91
	31142297	04/09/2016	Mar-16 Voice		1,182.81	0.00	163.20	1,346.01
	31142545	04/09/2016	Mar-16 GDS		85.25	0.00	11.76	97.01
	31142716	04/09/2016	Mar-16 WYN.COM		24.50	0.00	3.39	27.89
	31144690	04/21/2016	TMC		4.50	0.00	0.60	5.10
	31144724	04/21/2016	AAA Program		8.82	0.00	1.17	9.99
	31144776	04/21/2016	Member Benefits		23.80	0.00	3.16	26.96
	31146994	04/29/2016	Apr 2016 Revenue Management		533.00	0.00	68.23	601.23
	43518450	04/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	7.01	61.64
	43518941	04/29/2016	7321A-TRAINING		382.63	0.00	48.97	431.60
	43521616	04/29/2016	Actual-1000A-ROYALTY FEE		3,658.60	0.00	461.58	4,120.18
	43521793	04/29/2016	Actual-1200A-MARKETING FEE A		3,658.60	0.00	461.58	4,120.18
				Sub Total:	11,553.79	0.00	1,422.43	12,976.22
MAY-2016	100342	05/30/2016	RETRAINFEE-MAY2016-0		250.00	0.00	28.15	278.15
	10883535	05/18/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	18.96	178.96
	10883543	05/18/2016	GUEST SATISFACTION		30.00	0.00	3.58	33.58
	10884423	05/25/2016	GUEST SATISFACTION		564.90	0.00	64.98	629.88
	10884819	05/25/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	18.40	178.40
	18515	05/21/2016	WYNREWARDS BONUS		20.00	0.00	2.34	22.34
	18516	05/21/2016	WYNREWARDS BONUS		22.50	0.00	2.64	25.14
	18542	05/21/2016	WYNREWARDS 5%		1,486.08	0.00	173.85	1,659.93
	31148246	05/02/2016	APR-16 Wyn.com		381.50	0.00	48.24	429.74
	31148525	05/02/2016	APR-16 GDS		752.75	0.00	95.23	847.98
	31148591	05/02/2016	APR-16 Voice		2,050.25	0.00	259.35	2,309.60
	31156458	05/30/2016	May 2016 Revenue Management		533.00	0.00	59.97	592.97
	43540278	05/30/2016	7321A-TRAINING		382.63	0.00	43.04	425.67
	43540600	05/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	6.16	60.79
	43547329	05/30/2016	Actual-1000A-ROYALTY FEE		5,238.68	0.00	599.74	5,838.42
	43547330	05/30/2016	Actual-1200A-MARKETING FEE A		5,238.68	0.00	599.74	5,838.42
				Sub Total:	17,325.60	0.00	2,024.37	19,349.97
JUN-2016	100483	06/29/2016	RETRAINFEE-JUN2016-0		250.00	0.00	24.40	274.40
	10887034	06/08/2016	WR GUEST SATISFACTION		57.69	0.00	6.22	63.91
	18702	06/21/2016	WYNREWARDS BONUS		15.00	0.00	1.52	16.52
	18809	06/21/2016	WYNREWARDS GIFTCARD		-50.00	0.00	0.00	-50.00
	18848	06/21/2016	WYNREWARDS BONUS		40.00	0.00	4.06	44.06
	18955	06/21/2016	WYNREWARDS 5%		2,940.03	0.00	298.41	3,238.44
	31157965	06/01/2016	MAY-16 Wyn com		420.00	0.00	46.83	466.83
	31158104	06/01/2016	MAY-16 GDS		1,031.75	0.00	115.04	1,146.79
	31158296	06/01/2016	MAY-16 Voice		2,610.46	0.00	291.06	2,901.52

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31165932	06/20/2016	Wyndham brand annual billing		750.00	0.00	76.52	826.52
	31166074	06/20/2016	CRS REACTIVATION FEE		4,000.00	0.00	408 00	4,408 00
	31166815	06/26/2016	PM SYSTEM TRAINING/SERVICES		2,250.00	0.00	222.77	2,472.77
	31167217	06/27/2016	AAA Program		153.00	0.00	15.07	168.07
	31167347	06/27/2016	GSA		7.84	0.00	0.77	8.61
	31167399	06/27/2016	AAA Program		118.45	0.00	11.69	130 14
	31167531	06/27/2016	Member Benefits		53.57	0.00	5.27	58.84
	31167561	06/27/2016	TMC		248.97	0 00	24.52	273.49
	31167664	06/27/2016	TMC		417.90	0.00	41.18	459.08
	31167681	06/27/2016	Member Benefits		251.05	0.00	24.73	275.78
	31167735	06/27/2016	Government		113.77	0.00	11.20	124.97
	31167929	06/27/2016	Government		54.56	0.00	5.39	59.95
	31168348	06/27/2016	Jun 2016 Revenue Management		533.00	0.00	52.50	585.50
	43565780	06/29/2016	7321A-TRAINING		382.63	0.00	37.30	419.93
	43566913	06/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	5.34	59.97
	43573489	06/29/2016	Actual-1200A-MARKETING FEE A		5,400.87	0.00	531.51	5,932.38
	43573646	06/29/2016	Actual-1000A-ROYALTY FEE		5,400.87	0.00	531.51	5,932.38
				Sub Total:	**27,506.04**	**0.00**	**2,792.81**	**30,298.85**
JUL-2016	100554	07/30/2016	RETRAINFEE-JUL2016-3		250.00	0.00	20.52	270.52
	10890772	07/06/2016	GUEST SATISFACTION		70.00	0.00	6.60	76.60
	10890937	07/06/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	15.04	175.04
	10891226	07/06/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	15.04	175.04
	10891392	07/06/2016	GUEST SATISFACTION		300.00	0 00	28.20	328.20
	19351	07/21/2016	WYNREWARDS GIFTCARD		-25 00	0.00	0 00	-25.00
	19451	07/21/2016	WYNREWARDS BONUS		20.00	0.00	1.73	21.73
	19452	07/21/2016	WYNREWARDS BONUS		35.00	0.00	3.03	38.03
	19628	07/21/2016	WYNREWARDS 5%		1,291.97	0.00	111.77	1,403.74
	31172828	07/06/2016	JUN-16 GDS		666.50	0.00	62 65	729.15
	31172920	07/06/2016	JUN-16 Wyn.com		287.00	0.00	26 99	313.99
	31172953	07/06/2016	JUN-16 Voice		2,374.96	0.00	223.23	2,598.19
	31175723	07/21/2016	Government		92.07	0.00	7.97	100.04
	31175765	07/21/2016	Member Benefits		207.43	0.00	17.95	225.38
	31175922	07/21/2016	AAA Program		330.77	0.00	28.62	359.39
	31176345	07/21/2016	TMC		688.74	0.00	59.59	748.33
	31177683	07/28/2016	Jul 2016 Revenue Management		533.00	0.00	44.24	577.24
	43591819	07/30/2016	7321A-TRAINING		382.63	0.00	31.37	414.00
	43592751	07/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	4.49	59.12
	43600038	07/30/2016	Actual-1000A-ROYALTY FEE		6,139.46	0.00	503.43	6,642.89
	43600090	07/30/2016	Actual-1200A-MARKETING FEE A		6,139.46	0.00	503.43	6,642.89
				Sub Total:	**20,158.62**	**0.00**	**1,715.89**	**21,874.51**
AUG-2016	100584	08/30/2016	RETRAINFEE-AUG2016-1		250.00	0.00	16.64	266.64
	10899346	08/17/2016	GUEST SATISFACTION		146.74	0.00	10.70	157.44
	10899888	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.80	12.34
	10900032	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.80	12.34
	10900726	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.80	12.34
	10901029	08/24/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	11.12	171.12
	10901424	08/24/2016	GUEST SRVCS TRANSACTION		160.00	0.00	11.12	171.12

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
			CHARGE					
	10901714	08/24/2016	GUEST SRVCS TRANSACTION CHARGE		160 00	0.00	11 12	171 12
	10901974	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.80	12.34
	20046	08/21/2016	WYNREWARDS BONUS		12.50	0.00	0.88	13 38
	20321	08/21/2016	WYNREWARDS 5%		802.05	0.00	56.94	858.99
	31180877	08/09/2016	FEB2016 Voice ADJ		-883 61	0 00	0.00	-883.61
	31185372	08/25/2016	TMC		383.83	0.00	26.49	410 32
	31185583	08/25/2016	Government		173 87	0 00	11.98	185.85
	31185704	08/25/2016	Member Benefits		69.09	0 00	4.77	73.86
	31185736	08/25/2016	AAA Program		89.94	0.00	6.19	96.13
	31186585	08/28/2016	Aug 2016 Revenue Management		533.00	0 00	35.98	568.98
	43617222	08/30/2016	7321A-TRAINING		382.63	0.00	25 44	408.07
	43618349	08/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	3.64	58.27
	43624160	08/30/2016	Accrual-1000A-ROYALTY FEE	*	2,424.30	0.00	161 22	2,585.52
	43624342	08/30/2016	Accrual-1200A-MARKETING FEE A	*	2,424.30	0.00	161.22	2,585.52
				Sub Total:	**7,389.43**	**0.00**	**558.65**	**7,948.08**
SEP-2016	100688	09/29/2016	RETRAINFEE-SEP2016-2		250.00	0.00	12.89	262.89
	10902725	08/31/2016	WR GUEST SATISFACTION		11.54	0.00	0.76	12.30
	10903230	08/31/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	10.56	170.56
	10904964	09/07/2016	WR GUEST SATISFACTION		11.54	0.00	0.72	12 26
	10905473	09/07/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	10.00	170.00
	10906167	09/14/2016	GUEST SATISFACTION		129.51	0.00	7.64	137.15
	10909522	09/21/2016	GUEST SATISFACTION		150.09	0.00	8.34	158.43
	10909993	09/28/2016	GUEST SATISFACTION		178.25	0.00	9.26	187.51
	10910987	09/28/2016	GUEST SRVCS TRANSACTION CHARGE		160 00	0.00	8.32	168.32
	20478	09/21/2016	WYNREWARDS 5%		833.51	0 00	46.26	879.77
	20541	09/21/2016	WR FREE ENROLLMENTS		-51 62	0.00	0.00	-51 62
	20783	09/21/2016	WYNREWARDS BONUS		5.00	0.00	0.29	5.29
	20784	09/21/2016	WYNREWARDS BONUS		17.50	0.00	0.97	18.47
	31195755	09/20/2016	TMC		167.37	0.00	9.36	176.73
	31195807	09/20/2016	Member Benefits		79.17	0.00	4 44	83.61
	31195947	09/20/2016	Government		85.83	0.00	4.81	90.64
	31196001	09/20/2016	AAA Program		92.03	0.00	5.16	97 19
	31204617	09/28/2016	WYNREWARD RETRAINADJ		-250.00	0.00	0.00	-250.00
	31204716	09/28/2016	Win 16 Promo Correction		-115.24	0.00	0.00	-115.24
	31204909	09/28/2016	Sep 2016 Revenue Management		533.00	0.00	27.72	560.72
	43642358	09/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	2.82	57.45
	43643175	09/29/2016	7321A-TRAINING		382.63	0.00	19.70	402.33
	43650095	09/29/2016	Accrual-1000A-ROYALTY FEE	*	3,303.45	0.00	170.12	3,473.57
	43650096	09/29/2016	Accrual-1200A-MARKETING FEE A	*	3,303.45	0.00	170.12	3,473.57
				Sub Total:	**9,651.64**	**0.00**	**530.26**	**10,181.90**
OCT-2016	100738	10/30/2016	RETRAINFEE-OCT2016-0		250.00	0.00	9.01	259.01
	10912022	10/05/2016	GUEST SATISFACTION		125.06	0.00	6.07	131.13
	10912890	10/05/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0 00	7 76	167.76
	10913139	10/12/2016	GUEST SRVCS TRANSACTION		160 00	0.00	7.20	167.20

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
			CHARGE					
	10913291	10/12/2016	GUEST SATISFACTION		320.88	0 00	14 43	335.31
	10914994	10/19/2016	WR GUEST SATISFACTION		11.54	0 00	0.48	12 02
	10915059	10/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	6 64	166.64
	10915549	10/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0 00	6 64	166.64
	10915672	10/19/2016	WR GUEST SATISFACTION		57.69	0.00	2.39	60.08
	21151	10/21/2016	WYNREWARDS BONUS		10.00	0.00	0 42	10.42
	21260	10/21/2016	WYNREWARDS BONUS		20.00	0.00	0 81	20.81
	21528	10/21/2016	WYNREWARDS 5%		749.01	0.00	30.34	779.35
	31207925	10/06/2016	WYNREWARDS ADMINFEE		50.00	0.00	2 41	52.41
	31208292	10/09/2016	JUL-16 Voice		1,550.03	0.00	72.09	1,622.12
	31208630	10/09/2016	JUL-16 Wyn.com		154.00	0.00	7.17	161.17
	31208730	10/09/2016	AUG-16 Wyn.com		140.00	0.00	6 51	146.51
	31208804	10/09/2016	AUG-16 GDS		308.50	0.00	14.34	322.84
	31209001	10/09/2016	AUG-16 Voice		1,121.98	0.00	52.17	1,174.15
	31209063	10/09/2016	JUL-16 GDS		590.75	0.00	27.48	618.23
	31209830	10/13/2016	SEP-16 Wyn.com		192.50	0.00	8.56	201.06
	31209862	10/13/2016	SEP-16 Voice		1,378.55	0.00	61.35	1,439.90
	31210105	10/13/2016	SEP-16 GDS/Internet		419.50	0.00	18.66	438.16
	31210398	10/17/2016	TMC		309 07	0.00	13 13	322.20
	31210414	10/17/2016	Member Benefits		107 15	0.00	4.55	111.70
	31210700	10/17/2016	GSA		147.90	0.00	6.28	154.18
	31210711	10/17/2016	Government		61.38	0.00	2.61	63.99
	31210920	10/17/2016	AAA Program		27.73	0.00	1.18	28.91
	31211990	10/20/2016	CRS REACTIVATION FEE		4,000.00	0.00	164 00	4,164.00
	31212187	10/23/2016	TMC - Sep 2016		41.05	0.00	1 63	42.68
	31212401	10/23/2016	AAA Program - Aug 2016		9.14	0.00	0 36	9.50
	31212493	10/23/2016	Member Benefits - Aug 2016		11 10	0.00	0.43	11.53
	31212649	10/23/2016	TMC - Aug 2016		47.84	0.00	1.89	49.73
	31218365	10/30/2016	Oct 2016 Revenue Management		533.00	0.00	19.19	552.19
	43668136	10/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.97	56.60
	43669491	10/30/2016	7321A-TRAINING		382.63	0.00	13.77	396.40
	43674597	10/30/2016	Accrual-1000A-ROYALTY FEE	*	2,894.34	0.00	104.19	2,998.53
	43677386	10/30/2016	Accrual-1200A-MARKETING FEE A	*	2,894.34	0.00	104.19	2,998.53
				Sub Total:	**19,611.29**	**0.00**	**802.30**	**20,413.59**
NOV-2016	100807	11/29/2016	RETRAINFEE-NOV2016-1		250.00	0.00	5.26	255.26
	10917607	11/02/2016	GUEST SATISFACTION		2,138.40	0.00	73.78	2,212.18
	10917943	11/02/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	5.52	165.52
	10919171	11/08/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	5.04	165.04
	10919326	11/08/2016	WR GUEST SATISFACTION		11.54	0.00	0.37	11.91
	10919585	11/08/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	5.04	165.04
	10920106	11/08/2016	WR GUEST SATISFACTION		23.08	0 00	0.73	23.81
	10920174	11/08/2016	WR GUEST SATISFACTION		11.54	0.00	0.37	11.91
	10920359	11/08/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	5.04	165.04
	10923513	11/29/2016	WR GUEST SATISFACTION		23.08	0.00	0.49	23.57
	10923553	11/29/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	3.36	163.36

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	10923985	11/29/2016	GUEST SATISFACTION		10.69	0.00	0.23	10.92
	21854	11/21/2016	WYNREWARDS 5%		511.91	0.00	12.79	524.70
	21896	11/21/2016	WR FREE ENROLLMENTS		-6.27	0.00	0.00	-6.27
	22273	11/21/2016	WYNREWARDS GOFREECR		-52.50	0.00	0.00	-52.50
	31223292	11/07/2016	OCT-16 Wyn.com		66.50	0.00	2.13	68.63
	31223477	11/07/2016	OCT-16 Voice		1,299.44	0.00	41.58	1,341.02
	31223484	11/07/2016	OCT-16 GDS/Internet		217.00	0.00	6.94	223.94
	31227063	11/28/2016	Government		6.82	0.00	0.15	6.97
	31227204	11/28/2016	Member Benefits		29.96	0.00	0.64	30.60
	31227208	11/28/2016	AAA Program		16.14	0.00	0.35	16.49
	31227385	11/28/2016	TMC		208.27	0.00	4.48	212.75
	31227862	11/28/2016	Nov 2016 Revenue Management		533.00	0.00	11.46	544.46
	43695944	11/29/2016	7321A-TRAINING		382.63	0.00	8.03	390.66
	43696052	11/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.15	55.78
	43701181	11/29/2016	Accrual-1000A-ROYALTY FEE	*	1,594.95	0.00	33.49	1,628.44
	43701392	11/29/2016	Accrual-1200A-MARKETING FEE A	*	1,594.95	0.00	33.49	1,628.44
				Sub Total:	**9,725.76**	**0.00**	**261.91**	**9,987.67**
DEC-2016	100873	12/30/2016	RETRAINFEE-DEC2016-0		250.00	0.00	1.38	251.38
	10925613	12/13/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	2.24	162.24
	10925702	12/13/2016	GUEST SATISFACTION		2,138.40	0.00	29.94	2,168.34
	10925909	12/13/2016	GUEST SATISFACTION		35.00	0.00	0.49	35.49
	10926212	12/13/2016	GUEST SRVCS TRANSACTION CHARGE		-160.00	0.00	0.00	-160.00
	10927544	12/27/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	1.12	161.12
	10927577	12/27/2016	WR GUEST SATISFACTION		23.08	0.00	0.16	23.24
	22562	12/21/2016	WYNREWARDS 5%		110.05	0.00	1.10	111.15
	31231521	12/06/2016	NOV-16 GDS/Internet		7.75	0.00	0.14	7.89
	31231529	12/06/2016	NOV-16 Voice		755.34	0.00	13.22	768.56
	31236271	12/28/2016	GSM Travel Program		375.00	0.00	2.44	377.44
	31236958	12/28/2016	Dec 2016 Revenue Management		533.00	0.00	3.46	536.46
	31237452	12/29/2016	Jun 2016 NT Audit		427.07	0.00	2.56	429.63
	31237453	12/29/2016	Jun 2016 NT Audit		427.07	0.00	2.56	429.63
	43719354	12/30/2016	7321A-TRAINING		382.63	0.00	2.10	384.73
	43720259	12/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	0.30	54.93
	43725879	12/30/2016	Accrual-1000A-ROYALTY FEE	*	1,234.08	0.00	6.79	1,240.87
	43725944	12/30/2016	Accrual-1200A-MARKETING FEE A	*	1,234.08	0.00	6.79	1,240.87
				Sub Total:	**8,147.18**	**0.00**	**76.79**	**8,223.97**
JAN-2017	100991	01/30/2017	RETRAINFEE-JAN2017-1		250.00	0.00	0.00	250.00
	10929776	01/10/2017	GUEST SATISFACTION		228.85	0.00	0.00	228.85
	10930021	01/10/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	23372	01/21/2017	WYNREWARDS 5%		20.79	0.00	0.00	20.79
	31238555	01/02/2017	HRG Membership Fee		1,145.00	0.00	4.58	1,149.58
	31240136	01/05/2017	DEC-16 Voice		497.96	0.00	1.24	499.20
	31247031	01/29/2017	Member Benefits		4.85	0.00	0.00	4.85
	31247299	01/29/2017	AAA Program		6.87	0.00	0.00	6.87
	31247564	01/30/2017	Jan 2017 Revenue Management		533.00	0.00	0.00	533.00
	43745874	01/30/2017	7321A-TRAINING		382.63	0.00	0.00	382.63

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	43747257	01/30/2017	7308A-DISTRIBUTION TECH		54.63	0.00	0.00	54.63
	43751361	01/30/2017	Accrual-1000A-ROYALTY FEE	•	4,118.76	0.00	0.00	4,118.76
	43751542	01/30/2017	Accrual-1200A-MARKETING FEE A	•	4,118.76	0.00	0.00	4,118.76
				Sub Total:	11,522.10	0.00	5.82	11,527.92
FEB-2017	10932040	01/31/2017	WR GUEST SATISFACTION		96.15	0.00	0.00	96.15
	10932078	01/31/2017	WR GUEST SATISFACTION		38.46	0.00	0.00	38.46
	10932188	01/31/2017	WR GUEST SATISFACTION		96.15	0.00	0.00	96.15
	10932218	01/31/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10932907	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933178	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933206	02/07/2017	GUEST SATISFACTION		67.00	0.00	0.00	67.00
	10933218	02/07/2017	GUEST SATISFACTION		149.10	0.00	0.00	149.10
	10933292	02/07/2017	GUEST SATISFACTION		74.00	0.00	0.00	74.00
	10933315	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933373	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933399	02/07/2017	GUEST SATISFACTION		74.55	0.00	0.00	74.55
	10933483	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933555	02/07/2017	WR GUEST SATISFACTION		57.69	0.00	0.00	57.69
	10933563	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933570	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933577	02/07/2017	GUEST SATISFACTION		74.87	0.00	0.00	74.87
	10933621	02/07/2017	GUEST SATISFACTION		74.18	0.00	0.00	74.18
	10933755	02/14/2017	WR GUEST SATISFACTION		11.54	0.00	0.00	11.54
	10933766	02/14/2017	WR GUEST SATISFACTION		11.54	0.00	0.00	11.54
	10933937	02/14/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933991	02/14/2017	WR GUEST SATISFACTION		57.69	0.00	0.00	57.69
	10934069	02/14/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10934211	02/14/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	31248459	02/02/2017	JAN-17 Wyn.com		24.50	0.00	0.00	24.50
	31248748	02/02/2017	JAN-17 Voice		828.04	0.00	0.00	828.04
	31248928	02/02/2017	JAN-17 GDS/Internet		496.00	0.00	0.00	496.00
	31250720	02/05/2017	AHLA FEE		591.00	0.00	0.00	591.00
	31262494	02/16/2017	Member Benefits		6.51	0.00	0.00	6.51
				Sub Total:	4,588.97	0.00	0.00	4,588.97
				Grand Total:	217,040.99	98.35	23,309.66	240,449.00

Requested By: Kristine Violette

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

EXHIBIT H

WYNDHAM
HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 fax (800) 880-9445

April 7, 2017

VIA 2 DAY DELIVERY METHOD

Mr. Richard M. Saltzman, Esq.
Giambrone & Saltzman, LLC
710 US Highway 46E, Suite 210
Fairfield, NJ 07004

RE: **ACKNOWLEDGMENT OF TERMINATION** of the Franchise Agreement for Wyndham Garden® System Unit #48471-04778-1 located in Trenton, NJ (the "Facility")

Dear Mr. Saltzman:

Wyndham Hotels and Resorts, LLC ("we" or "us") has received your letter, dated April 5, 2017, advising us that on April 6, 2017 (the "Termination Date"), Welcome Hotel Group, LLC (the "Franchisee") would stop operating the Facility as a Wyndham Garden facility. Accordingly, we acknowledge that the Franchise Agreement, dated March 31, 2014, as amended, (the "Agreement"), has terminated.

The Agreement requires the Franchisee to perform certain post-termination obligations. In addition to other obligations specified in the Agreement, by no later than ten (10) days from the Termination Date, the Franchisee must (a) remove all signage and other items bearing the Wyndham Marks; (b) perform all post-termination obligations specified in the Systems Standards Manual; (c) change all signs, billboards, and listings in telephone directories, travel guides, hotel indexes and similar materials in which the Facility is identified as a Wyndham Garden facility; and (d) remove the Wyndham Marks from any advertising or promotional activities on, around or directed towards the Facility, including any web sites, web pages or search engines. The Franchisee must cooperate fully with us regarding any post-termination inspections by us to verify that the Facility has been properly de-identified. Franchisee must immediately return to us all training documents, operating manuals and other proprietary material.

Because the Agreement has terminated, the Franchisee must pay us Liquidated Damages of $394,000.00, as specified in Section 30.3 of the Agreement. The Franchisee must also pay any outstanding Recurring Fees and any other fees and charges through the date the Franchisee completes the de-identification of the Facility. We estimate that, as of the Termination Date, the Franchisee owes us $251,698.09 in such fees and charges. Please pay us this amount within fourteen (14) days. Please consider this letter to be a notice and demand for payment under any Guaranty of the Agreement, directed to Franchisee's Guarantors.

Please know that, because the Agreement has terminated, the Franchisee has also lost the right to continue to use the seamless interface version of the property management system. The Franchisee must now make arrangements with the software vendor for a new license to use the property management system. If the Facility has WynGuest system installed, please be advised that due to the termination the Franchisee will have no functionality from the system. Should the Franchisee wish to continue using an independent version of the software, the Franchisee may contact Sabre at 877-520-3646. If the property is planning to migrate to another property management system, the Franchisee may contact its provider to expedite the installation. If the Franchisee would like to inquire about the data maintained in the system, the Franchisee may contact Hotel Technology Client Support at 506-646-2521 to obtain reporting of that data.

Should you or the Franchisee have any questions regarding this matter, please contact Charlene Martin, Senior Manager of Settlements, at (973) 753-7602.

Sincerely,

Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosures

cc: Banad Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Deepak Vishwanath (Guarantor) – 1 W. Lafayette St., Trenton, NJ 08608
Abraham Mordowtiz (Site Principal) – 118 E. 28th Street, New York, NY 10016
Kate Ashton
Mark Kukulski
Charlene Martin
Jennifer Constantinou
Michael Piccola
Joe Maida

ITEMIZED STATEMENT

Report Date: 06-Apr-2017

WYNDHAM
Hotels and Resorts

As of Date (DD-MMM-YYYY)	:	06-Apr-2017
Customer No	:	48471-04778-01-WDF
Category Set	:	
Category Group	:	
Group No	:	
Bankruptcy	:	No Bankruptcy Sites
Disputed	:	No
Finance Charges Included	:	Yes
Customer No	:	48471-04778-01-WDF
Address	:	1 W. Lafayette Street,Trenton,NJ,08608,US
As of Date	:	06-Apr-2017

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
OCT-2015	10852424	10/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.40	180.40
	10853521	10/28/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.48	180.48
	31080655	10/30/2015	Q/A INSPECTION		1,400.00	98.00	349.04	1,847.04
	43354544	10/30/2015	7321A-TRAINING		382.67	0.00	48.59	431.26
	43356027	10/30/2015	7308A-DISTRIBUTION TECH		54.67	0.00	6.95	61.62
	43361687	10/30/2015	Actual-1200A-MARKETING FEE A		4,180.58	0.00	977.37	5,157.95
	43361693	10/30/2015	Actual-1000A-ROYALTY FEE		4,180.58	0.00	863.06	5,043.64
				Sub Total:	10,518.50	98.00	2,285.89	12,902.39
NOV-2015	10857124	11/17/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	35.84	195.84
	10857151	11/17/2015	GUEST SATISFACTION		2,246.60	0.00	503.23	2,749.83
	14876	11/21/2015	WR FREE ENROLLMENTS		-22.43	0.00	0.00	-22.43
	14877	11/21/2015	WYNREWARDS 5%		1,525.05	0.00	338.59	1,863.64
	31083056	11/05/2015	AAA Credit Prop-GDS		-294.80	0.00	0.00	-294.80
	31083737	11/11/2015	ADV Group CD 737674-1 Arrival 11-1-2015		174.15	0.00	39.54	213.69
	31085975	11/29/2015	Nov-15 Revenue Management		2,340.00	0.00	510.12	2,850.12
	31087355	11/29/2015	NOV-15 GDS		717.25	0.00	156.38	873.63
	31087425	11/29/2015	NOV-15 Wyn.com		301.00	0.00	65.67	366.67
	31087735	11/29/2015	NOV-15 Voice		1,454.25	0.00	317.01	1,771.26
	43381005	11/29/2015	7321A-TRAINING		382.67	0.00	83.41	466.08
	43382167	11/29/2015	7308A-DISTRIBUTION TECH		54.67	0.00	11.94	66.61
	43387566	11/29/2015	Actual-1200A-MARKETING FEE A		3,296.65	0.00	718.68	4,015.33
	43387574	11/29/2015	Actual-1000A-ROYALTY FEE		3,296.65	0.00	718.68	4,015.33
				Sub Total:	15,631.71	0.00	3,499.09	19,130.80
DEC-2015	100141	12/30/2015	RETRAINFEE-DEC2015-4		250.00	0.00	50.67	300.67
	10859302	12/01/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	34.72	194.72

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	10859827	12/01/2015	GUEST SATISFACTION		75.00	0.00	16.28	91.28
	10860134	12/08/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	34.16	194.16
	10861107	12/08/2015	GUEST SATISFACTION		122.03	0.00	26.04	148.07
	10863164	12/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	32.48	192.48
	10863505	12/29/2015	GUEST SATISFACTION		200.00	0.00	40.60	240.60
	15466	12/21/2015	WYNREWARDS BONUS		2.50	0.00	0.55	3.05
	15532	12/21/2015	WR FREE ENROLLMENTS		-37.21	0.00	0.00	-37.21
	15548	12/21/2015	WYNREWARDS 5%		1,385.75	0.00	286.87	1,672.62
	31088393	12/02/2015	Government		5.72	0.00	1.26	6.98
	31088412	12/02/2015	FNL Group CD 737674-1 Arrival 11/1/2015		83.85	0.00	18.17	102.02
	31088516	12/02/2015	TMC		329.01	0.00	71.26	400.27
	31088583	12/02/2015	AAA Program		247.77	0.00	53.65	301.42
	31088708	12/02/2015	Member Benefits		151.95	0.00	32.94	184.89
	31091551	12/10/2015	CK#4199		100.00	0.00	21.25	121.25
	31092570	12/15/2015	AAA Program		90.88	0.00	19.08	109.96
	31092628	12/15/2015	Government		8.58	0.00	1.78	10.36
	31092682	12/15/2015	Member Benefits		260.13	0.00	54.60	314.73
	31092849	12/15/2015	TMC		94.87	0.00	19.91	114.78
	31092870	12/15/2015	GSA		5.31	0.00	1.10	6.41
	31096330	12/30/2015	DEC-15 Voice		1,008.94	0.00	204.31	1,213.25
	31096459	12/30/2015	DEC-15 GDS		425.00	0.00	86.10	511.10
	31096625	12/30/2015	DEC-15 Wyn.com		206.50	0.00	41.82	248.32
	43407873	12/30/2015	7321A-TRAINING		382.63	0.00	77.48	460.11
	43409149	12/30/2015	7308A-DISTRIBUTION TECH		54.63	0.00	11.08	65.71
	43415416	12/30/2015	Actual-1000A-ROYALTY FEE		2,213.26	0.00	455.40	2,668.66
	43415417	12/30/2015	Actual-1200A-MARKETING FEE A		2,213.26	0.00	455.40	2,668.66
				Sub Total:	**10,360.36**	**0.00**	**2,148.96**	**12,509.32**
JAN-2016	100194	01/30/2016	RETRAINFEE-JAN2016-1		250.00	0.00	46.79	296.79
	10864627	01/13/2016	GUEST SATISFACTION		158.80	0.00	31.02	189.82
	10865955	01/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	30.80	190.80
	10866168	01/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	30.80	190.80
	10866287	01/19/2016	GUEST SATISFACTION		30.00	0.00	5.81	35.81
	10866927	01/26/2016	GUEST SATISFACTION		70.00	0.00	13.27	83.27
	10866985	01/26/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	30.24	190.24
	16155	01/21/2016	WYNREWARDS 5%		876.44	0.00	167.82	1,044.26
	31099130	01/10/2016	HRG Global Hotel Programme 2016 Fee		1,095.00	0.00	215.72	1,310.72
	31099310	01/10/2016	GSM Travel Mgt Programme 2016 Fee		375.00	0.00	73.88	448.88
	31100506	01/18/2016	CRS REACTIVATION FEE		4,000.00	0.00	772.00	4,772.00
	31100906	01/19/2016	NT AUDIT VAR ROYALTY		1,113.81	0.00	214.39	1,328.20
	31100907	01/19/2016	NT AUDIT VAR FUND		1,113.81	0.00	214.39	1,328.20
	31100908	01/19/2016	NT AUDIT VAR ROYALTY		2,898.72	0.00	558.00	3,456.72
	31100909	01/19/2016	NT AUDIT VAR FUND		2,898.72	0.00	558.00	3,456.72
	31101233	01/20/2016	TMC		216.31	0.00	41.49	257.80
	31101411	01/20/2016	Government		12.22	0.00	2.34	14.56
	31101574	01/20/2016	AAA Program		125.26	0.00	24.04	149.30
	31101638	01/20/2016	Member Benefits		69.40	0.00	13.35	82.75

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31103200	01/26/2016	GTMC Programme 2016		149.77	0.00	28.31	178.08
	31103741	01/28/2016	Dec-15 Revenue Management		533.00	0.00	100.21	633.21
	31103858	01/28/2016	Jan-16 Revenue Management		533.00	0.00	100.21	633.21
	31105124	01/30/2016	JAN-16 Wyn.com		266.00	0.00	49.72	315.72
	31105128	01/30/2016	JAN-16 Voice		918.46	0.00	171.79	1,090.25
	31105348	01/30/2016	JAN-16 GDS		528.00	0.00	98.71	626.71
	43435135	01/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	10.24	64.87
	43435284	01/30/2016	7321A-TRAINING		382.63	0.00	71.55	454.18
	43443974	01/30/2016	Actual-1000A-ROYALTY FEE		1,610.87	0.00	290.89	1,901.76
	43444044	01/30/2016	Actual-1200A-MARKETING FEE A		1,610.87	0.00	290.89	1,901.76
				Sub Total:	**22,370.72**	**0.00**	**4,256.67**	**26,627.39**
FEB-2016	100230	02/28/2016	RETRAINFEE-FEB2016-0		250.00	0.00	43.16	293.16
	10867506	02/03/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	29.60	189.60
	10867513	02/03/2016	GUEST SATISFACTION		133.00	0.00	24.61	157.61
	10867514	02/03/2016	WR GUEST SATISFACTION		57.69	0.00	10.66	68.35
	16614	02/21/2016	WYNREWARDS 5%		742.16	0.00	130.59	872.75
	16643	02/21/2016	WYNREWARDS BONUS		2.50	0.00	0.46	2.96
	31114581	02/16/2016	TMC		186.82	0.00	33.37	220.19
	31114585	02/16/2016	Member Benefits		41.31	0.00	7.38	48.69
	31114836	02/16/2016	AAA Program		75.57	0.00	13.47	89.04
	31114901	02/16/2016	Government		4.34	0.00	0.81	5.15
	31119229	02/28/2016	Feb-16 Revenue Management		533.00	0.00	91.95	624.95
	43465900	02/28/2016	7308A-DISTRIBUTION TECH		54.63	0.00	9.44	64.07
	43466339	02/28/2016	7321A-TRAINING		382.63	0.00	66.00	448.63
	43468858	02/28/2016	Actual-1200A-MARKETING FEE A		1,216.09	0.00	235.05	1,451.14
	43469343	02/28/2016	Actual-1000A-ROYALTY FEE		1,216.09	0.00	235.05	1,451.14
				Sub Total:	**5,055.83**	**0.00**	**931.60**	**5,987.43**
MAR-2016	100287	03/30/2016	RETRAINFEE-MAR2016-0		250.00	0.00	39.28	289.28
	10872553	03/16/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	26.24	186.24
	10872654	03/16/2016	GUEST SATISFACTION		279.48	0.00	45.81	325.29
	10873242	03/16/2016	GUEST SATISFACTION		89.60	0.00	14.69	104.29
	10874458	03/30/2016	WR GUEST SATISFACTION		57.69	0.00	9.05	66.74
	10875236	03/30/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	25.12	185.12
	17341	03/21/2016	WYNREWARDS 5%		149.85	0.00	24.19	174.04
	31121166	03/06/2016	FEB-16 Wyn.com		31.50	0.00	5.32	36.82
	31121184	03/06/2016	FEB-16 GDS		77.50	0.00	13.09	90.59
	31121533	03/06/2016	FEB-16 Voice		1,010.16	0.00	170.72	1,180.88
	31127264	03/09/2016	OMEGA PROGRAM		5.00	0.35	0.87	6.22
	31129688	03/17/2016	TMC		360.53	0.00	58.97	419.50
	31129735	03/17/2016	AAA Program		73.58	0.00	12.02	85.60
	31129773	03/17/2016	Government		4.25	0.00	0.71	4.96
	31129899	03/17/2016	Member Benefits		35.91	0.00	5.89	41.80
	31133746	03/30/2016	Mar 2016 Revenue Management		533.00	0.00	83.69	616.69
	43491696	03/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	8.59	63.22
	43493753	03/30/2016	7321A-TRAINING		382.63	0.00	60.07	442.70
	43496295	03/30/2016	Actual-1200A-MARKETING FEE A		1,125.46	0.00	171.33	1,296.79
	43496298	03/30/2016	Actual-1000A-ROYALTY FEE		1,125.46	0.00	171.33	1,296.79

Mon-Year	Invoice No:	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	5,966.23	0.35	946.98	6,913.56
APR-2016	100325	04/29/2016	RETRAINFEE-APR2016-3		250.00	0.00	35.53	285.53
	10878030	04/13/2016	WR GUEST SATISFACTION		57.69	0.00	8.65	66.34
	10878405	04/13/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	24.00	184.00
	17932	04/21/2016	WYNREWARDS 5%		319.96	0.00	46.72	366.68
	31137992	04/05/2016	GLOBAL CONFERENCE		1,149.00	0.00	104.00	1,253.00
	31142297	04/09/2016	Mar-16 Voice		1,182.81	0.00	179.76	1,362.57
	31142545	04/09/2016	Mar-16 GDS		85.25	0.00	12.95	98.20
	31142716	04/09/2016	Mar-16 WYN.COM		24.50	0.00	3.73	28.23
	31144690	04/21/2016	TMC		4.50	0.00	0.66	5.16
	31144724	04/21/2016	AAA Program		8.82	0.00	1.29	10.11
	31144776	04/21/2016	Member Benefits		23.80	0.00	3.49	27.29
	31146994	04/29/2016	Apr 2016 Revenue Management		533.00	0.00	75.69	608.69
	43518450	04/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	7.77	62.40
	43518941	04/29/2016	7321A-TRAINING		382.63	0.00	54.33	436.96
	43521616	04/29/2016	Actual-1000A-ROYALTY FEE		3,658.60	0.00	512.80	4,171.40
	43521793	04/29/2016	Actual-1200A-MARKETING FEE A		3,658.60	0.00	512.80	4,171.40
				Sub Total:	11,553.79	0.00	1,584.17	13,137.96
MAY-2016	100342	05/30/2016	RETRAINFEE-MAY2016-0		250.00	0.00	31.65	281.65
	10883535	05/18/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	21.20	181.20
	10883543	05/18/2016	GUEST SATISFACTION		30.00	0.00	4.00	34.00
	10884423	05/25/2016	GUEST SATISFACTION		564.90	0.00	72.89	637.79
	10884819	05/25/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	20.64	180.64
	18515	05/21/2016	WYNREWARDS BONUS		20.00	0.00	2.62	22.62
	18516	05/21/2016	WYNREWARDS BONUS		22.50	0.00	2.96	25.46
	18542	05/21/2016	WYNREWARDS 5%		1,486.08	0.00	194.66	1,680.74
	31148246	05/02/2016	APR-16 Wyn.com		381.50	0.00	53.58	435.08
	31148525	05/02/2016	APR-16 GDS		752.75	0.00	105.77	858.52
	31148591	05/02/2016	APR-16 Voice		2,050.25	0.00	288.05	2,338.30
	31156458	05/30/2016	May 2016 Revenue Management		533.00	0.00	67.43	600.43
	43540278	05/30/2016	7321A-TRAINING		382.63	0.00	48.40	431.03
	43540600	05/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	6.92	61.55
	43547329	05/30/2016	Actual-1000A-ROYALTY FEE		5,238.68	0.00	673.08	5,911.76
	43547330	05/30/2016	Actual-1200A-MARKETING FEE A		5,238.68	0.00	673.08	5,911.76
				Sub Total:	17,325.60	0.00	2,266.93	19,592.53
JUN-2016	100483	06/29/2016	RETRAINFEE-JUN2016-0		250.00	0.00	27.90	277.90
	10887034	06/08/2016	WR GUEST SATISFACTION		57.69	0.00	7.03	64.72
	18702	06/21/2016	WYNREWARDS BONUS		15.00	0.00	1.73	16.73
	18809	06/21/2016	WYNREWARDS GIFTCARD		-50.00	0.00	0.00	-50.00
	18848	06/21/2016	WYNREWARDS BONUS		40.00	0.00	4.62	44.62
	18955	06/21/2016	WYNREWARDS 5%		2,940.03	0.00	339.57	3,279.60
	31157965	06/01/2016	MAY-16 Wyn.com		420.00	0.00	52.71	472.71
	31158104	06/01/2016	MAY-16 GDS		1,031.75	0.00	129.48	1,161.23
	31158296	06/01/2016	MAY-16 Voice		2,610.46	0.00	327.61	2,938.07

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31165932	06/20/2016	Wyndham brand annual billing		750.00	0.00	87.02	837.02
	31166074	06/20/2016	CRS REACTIVATION FEE		4,000.00	0.00	464.00	4,464.00
	31166815	06/26/2016	PM SYSTEM TRAINING/SERVICES		2,250.00	0.00	254.27	2,504.27
	31167217	06/27/2016	AAA Program		153.00	0.00	17.21	170.21
	31167347	06/27/2016	GSA		7.84	0.00	0.88	8.72
	31167399	06/27/2016	AAA Program		118.45	0.00	13.35	131.80
	31167531	06/27/2016	Member Benefits		53.57	0.00	6.02	59.59
	31167561	06/27/2016	TMC		248.97	0.00	28.01	276.98
	31167664	06/27/2016	TMC		417.90	0.00	47.03	464.93
	31167681	06/27/2016	Member Benefits		251.05	0.00	28.24	279.29
	31167735	06/27/2016	Government		113.77	0.00	12.79	126.56
	31167929	06/27/2016	Government		54.56	0.00	6.15	60.71
	31168348	06/27/2016	Jun 2016 Revenue Management		533.00	0.00	59.96	592.96
	43565780	06/29/2016	7321A-TRAINING		382.63	0.00	42.66	425.29
	43566913	06/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	6.10	60.73
	43573489	06/29/2016	Actual-1200A-MARKETING FEE A		5,400.87	0.00	607.12	6,007.99
	43573646	06/29/2016	Actual-1000A-ROYALTY FEE		5,400.87	0.00	607.12	6,007.99
				Sub Total:	**27,506.04**	**0.00**	**3,178.58**	**30,684.62**
JUL-2016	100554	07/30/2016	RETRAINFEE-JUL2016-3		250.00	0.00	24.02	274.02
	10890772	07/06/2016	GUEST SATISFACTION		70.00	0.00	7.58	77.58
	10890937	07/06/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	17.28	177.28
	10891226	07/06/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	17.28	177.28
	10891392	07/06/2016	GUEST SATISFACTION		300.00	0.00	32.40	332.40
	19351	07/21/2016	WYNREWARDS GIFTCARD		-25.00	0.00	0.00	-25.00
	19451	07/21/2016	WYNREWARDS BONUS		20.00	0.00	2.01	22.01
	19452	07/21/2016	WYNREWARDS BONUS		35.00	0.00	3.52	38.52
	19628	07/21/2016	WYNREWARDS 5%		1,291.97	0.00	129.86	1,421.83
	31172828	07/06/2016	JUN-16 GDS		666.50	0.00	71.98	738.48
	31172920	07/06/2016	JUN-16 Wyn.com		287.00	0.00	31.01	318.01
	31172953	07/06/2016	JUN-16 Voice		2,374.96	0.00	256.48	2,631.44
	31175723	07/21/2016	Government		92.07	0.00	9.26	101.33
	31175765	07/21/2016	Member Benefits		207.43	0.00	20.85	228.28
	31175922	07/21/2016	AAA Program		330.77	0.00	33.25	364.02
	31176345	07/21/2016	TMC		688.74	0.00	69.23	757.97
	31177683	07/28/2016	Jul 2016 Revenue Management		533.00	0.00	51.70	584.70
	43591819	07/30/2016	7321A-TRAINING		382.63	0.00	36.73	419.36
	43592751	07/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	5.25	59.88
	43600038	07/30/2016	Actual-1000A-ROYALTY FEE		6,139.46	0.00	589.38	6,728.84
	43600090	07/30/2016	Actual-1200A-MARKETING FEE A		6,139.46	0.00	589.38	6,728.84
				Sub Total:	**20,158.62**	**0.00**	**1,998.45**	**22,157.07**
AUG-2016	100584	08/30/2016	RETRAINFEE-AUG2016-1		250.00	0.00	20.14	270.14
	10899346	08/17/2016	GUEST SATISFACTION		146.74	0.00	12.75	159.49
	10899888	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.96	12.50
	10900032	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.96	12.50
	10900726	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.96	12.50
	10901029	08/24/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.36	173.36
	10901424	08/24/2016	GUEST SRVCS TRANSACTION		160.00	0.00	13.36	173.36

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
			CHARGE					
	10901714	08/24/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.36	173.36
	10901974	08/24/2016	WR GUEST SATISFACTION		11.54	0.00	0.96	12.50
	20046	08/21/2016	WYNREWARDS BONUS		12.50	0.00	1.06	13.56
	20321	08/21/2016	WYNREWARDS 5%		802.05	0.00	68.17	870.22
	31180877	08/09/2016	FEB2016 Voice ADJ		-883.61	0.00	0.00	-883.61
	31185372	08/25/2016	TMC		383.83	0.00	31.86	415.69
	31185583	08/25/2016	Government		173.87	0.00	14.41	188.28
	31185704	08/25/2016	Member Benefits		69.09	0.00	5.74	74.83
	31185736	08/25/2016	AAA Program		89.94	0.00	7.45	97.39
	31186585	08/28/2016	Aug 2016 Revenue Management		533.00	0.00	43.44	576.44
	43617222	08/30/2016	7321A-TRAINING		382.63	0.00	30.80	413.43
	43618349	08/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	4.40	59.03
	43624160	08/30/2016	Actual-1000A-ROYALTY FEE		2,843.63	0.00	201.03	3,044.66
	43624342	08/30/2016	Actual-1200A-MARKETING FEE A		2,843.63	0.00	201.03	3,044.66
				Sub Total:	8,228.09	0.00	686.20	8,914.29
SEP-2016	100688	09/29/2016	RETRAINFEE-SEP2016-2		250.00	0.00	16.39	266.39
	10902725	08/31/2016	WR GUEST SATISFACTION		11.54	0.00	0.92	12.46
	10903230	08/31/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	12.80	172.80
	10904964	09/07/2016	WR GUEST SATISFACTION		11.54	0.00	0.88	12.42
	10905473	09/07/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	12.24	172.24
	10906167	09/14/2016	GUEST SATISFACTION		129.51	0.00	9.45	138.96
	10909522	09/21/2016	GUEST SATISFACTION		150.09	0.00	10.44	160.53
	10909993	09/28/2016	GUEST SATISFACTION		178.25	0.00	11.76	190.01
	10910987	09/28/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	10.56	170.56
	20478	09/21/2016	WYNREWARDS 5%		833.51	0.00	57.93	891.44
	20541	09/21/2016	WR FREE ENROLLMENTS		-51.62	0.00	0.00	-51.62
	20783	09/21/2016	WYNREWARDS BONUS		5.00	0.00	0.36	5.36
	20784	09/21/2016	WYNREWARDS BONUS		17.50	0.00	1.22	18.72
	31195755	09/20/2016	TMC		167.37	0.00	11.70	179.07
	31195807	09/20/2016	Member Benefits		79.17	0.00	5.55	84.72
	31195947	09/20/2016	Government		85.83	0.00	6.01	91.84
	31196001	09/20/2016	AAA Program		92.03	0.00	6.45	98.48
	31204617	09/28/2016	WYNREWARD RETRAINADJ		-250.00	0.00	0.00	-250.00
	31204716	09/28/2016	Win 16 Promo Correction		-115.24	0.00	0.00	-115.24
	31204909	09/28/2016	Sep 2016 Revenue Management		533.00	0.00	35.18	568.18
	43642358	09/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	3.58	58.21
	43643175	09/29/2016	7321A-TRAINING		382.63	0.00	25.06	407.69
	43650095	09/29/2016	Actual-1000A-ROYALTY FEE		3,863.38	0.00	224.21	4,087.59
	43650096	09/29/2016	Actual-1200A-MARKETING FEE A		3,863.38	0.00	224.21	4,087.59
				Sub Total:	10,771.50	0.00	686.90	11,458.40
OCT-2016	100738	10/30/2016	RETRAINFEE-OCT2016-0		250.00	0.00	12.51	262.51
	10912022	10/05/2016	GUEST SATISFACTION		125.06	0.00	7.82	132.88
	10912890	10/05/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	10.00	170.00
	10913139	10/12/2016	GUEST SRVCS TRANSACTION		160.00	0.00	9.44	169.44

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
			CHARGE					
	10913291	10/12/2016	GUEST SATISFACTION		320.88	0.00	18.92	339.80
	10914994	10/19/2016	WR GUEST SATISFACTION		11.54	0.00	0.64	12.18
	10915059	10/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	8.88	168.88
	10915549	10/19/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	8.88	168.88
	10915672	10/19/2016	WR GUEST SATISFACTION		57.69	0.00	3.20	60.89
	21151	10/21/2016	WYNREWARDS BONUS		10.00	0.00	0.56	10.56
	21260	10/21/2016	WYNREWARDS BONUS		20.00	0.00	1.09	21.09
	21528	10/21/2016	WYNREWARDS 5%		749.01	0.00	40.83	789.84
	31207925	10/06/2016	WYNREWARDS ADMINFEE		50.00	0.00	3.11	53.11
	31208292	10/09/2016	JUL-16 Voice		1,550.03	0.00	93.79	1,643.82
	31208630	10/09/2016	JUL-16 Wyn.com		154.00	0.00	9.33	163.33
	31208730	10/09/2016	AUG-16 Wyn.com		140.00	0.00	8.47	148.47
	31208804	10/09/2016	AUG-16 GDS		308.50	0.00	18.66	327.16
	31209001	10/09/2016	AUG-16 Voice		1,121.98	0.00	67.88	1,189.86
	31209063	10/09/2016	JUL-16 GDS		590.75	0.00	35.75	626.50
	31209830	10/13/2016	SEP-16 Wyn.com		192.50	0.00	11.26	203.76
	31209862	10/13/2016	SEP-16 Voice		1,378.55	0.00	80.65	1,459.20
	31210105	10/13/2016	SEP-16 GDS/Internet		419.50	0.00	24.53	444.03
	31210398	10/17/2016	TMC		309.07	0.00	17.46	326.53
	31210414	10/17/2016	Member Benefits		107.15	0.00	6.05	113.20
	31210700	10/17/2016	GSA		147.90	0.00	8.35	156.25
	31210711	10/17/2016	Government		61.38	0.00	3.47	64.85
	31210920	10/17/2016	AAA Program		27.73	0.00	1.57	29.30
	31211990	10/20/2016	CRS REACTIVATION FEE		4,000.00	0.00	220.00	4,220.00
	31212187	10/23/2016	TMC - Sep 2016		41.05	0.00	2.20	43.25
	31212401	10/23/2016	AAA Program - Aug 2016		9.14	0.00	0.49	9.63
	31212493	10/23/2016	Member Benefits - Aug 2016		11.10	0.00	0.59	11.69
	31212649	10/23/2016	TMC - Aug 2016		47.84	0.00	2.56	50.40
	31218365	10/30/2016	Oct 2016 Revenue Management		533.00	0.00	26.65	559.65
	43668136	10/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	2.73	57.36
	43669491	10/30/2016	7321A-TRAINING		382.63	0.00	19.13	401.76
	43674597	10/30/2016	Actual-1000A-ROYALTY FEE		2,779.50	0.00	143.10	2,922.60
	43677386	10/30/2016	Actual-1200A-MARKETING FEE A		2,779.50	0.00	143.10	2,922.60
				Sub Total:	19,381.61	0.00	1,073.65	20,455.26
NOV-2016	100807	11/29/2016	RETRAINFEE-NOV2016-1		250.00	0.00	8.76	258.76
	10917607	11/02/2016	GUEST SATISFACTION		2,138.40	0.00	103.72	2,242.12
	10917943	11/02/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	7.76	167.76
	10919171	11/08/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	7.28	167.28
	10919326	11/08/2016	WR GUEST SATISFACTION		11.54	0.00	0.53	12.07
	10919585	11/08/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	7.28	167.28
	10920106	11/08/2016	WR GUEST SATISFACTION		23.08	0.00	1.05	24.13
	10920174	11/08/2016	WR GUEST SATISFACTION		11.54	0.00	0.53	12.07
	10920359	11/08/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	7.28	167.28
	10923513	11/29/2016	WR GUEST SATISFACTION		23.08	0.00	0.81	23.89
	10923553	11/29/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	5.60	165.60

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	10923985	11/29/2016	GUEST SATISFACTION		10.69	0.00	0.38	11.07
	21854	11/21/2016	WYNREWARDS 5%		511.91	0.00	19.96	531.87
	21896	11/21/2016	WR FREE ENROLLMENTS		-6.27	0.00	0.00	-6.27
	22273	11/21/2016	WYNREWARDS GOFREECR		-52.50	0.00	0.00	-52.50
	31223292	11/07/2016	OCT-16 Wyn.com		66.50	0.00	3.06	69.56
	31223477	11/07/2016	OCT-16 Voice		1,299.44	0.00	59.77	1,359.21
	31223484	11/07/2016	OCT-16 GDS/Internet		217.00	0.00	9.98	226.98
	31227063	11/28/2016	Government		6.82	0.00	0.25	7.07
	31227204	11/28/2016	Member Benefits		29.96	0.00	1.06	31.02
	31227208	11/28/2016	AAA Program		16.14	0.00	0.58	16.72
	31227385	11/28/2016	TMC		208.27	0.00	7.40	215.67
	31227862	11/28/2016	Nov 2016 Revenue Management		533.00	0.00	18.92	551.92
	43695944	11/29/2016	7321A-TRAINING		382.63	0.00	13.39	396.02
	43696052	11/29/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.91	56.54
	43701181	11/29/2016	Actual-1000A-ROYALTY FEE		1,513.86	0.00	54.68	1,568.54
	43701392	11/29/2016	Actual-1200A-MARKETING FEE A		1,513.86	0.00	54.68	1,568.54
				Sub Total:	9,563.58	0.00	396.62	9,960.20
DEC-2016	100873	12/30/2016	RETRAINFEE-DEC2016-0		250.00	0.00	4.88	254.88
	10925613	12/13/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	4.48	164.48
	10925702	12/13/2016	GUEST SATISFACTION		2,138.40	0.00	59.88	2,198.28
	10925909	12/13/2016	GUEST SATISFACTION		35.00	0.00	0.98	35.98
	10926212	12/13/2016	GUEST SRVCS TRANSACTION CHARGE		-160.00	0.00	0.00	-160.00
	10927544	12/27/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	3.36	163.36
	10927577	12/27/2016	WR GUEST SATISFACTION		23.08	0.00	0.48	23.56
	22562	12/21/2016	WYNREWARDS 5%		110.05	0.00	2.64	112.69
	31231521	12/06/2016	NOV-16 GDS/Internet		7.75	0.00	0.25	8.00
	31231529	12/06/2016	NOV-16 Voice		755.34	0.00	23.79	779.13
	31236271	12/28/2016	GSM Travel Program		375.00	0.00	7.69	382.69
	31236958	12/28/2016	Dec 2016 Revenue Management		533.00	0.00	10.92	543.92
	31237452	12/29/2016	Jun 2016 NT Audit		427.07	0.00	8.54	435.61
	31237453	12/29/2016	Jun 2016 NT Audit		427.07	0.00	8.54	435.61
	43719354	12/30/2016	7321A-TRAINING		382.63	0.00	7.46	390.09
	43720259	12/30/2016	7308A-DISTRIBUTION TECH		54.63	0.00	1.06	55.69
	43725879	12/30/2016	Actual-1000A-ROYALTY FEE		1,334.19	0.00	25.47	1,359.66
	43725944	12/30/2016	Actual-1200A-MARKETING FEE A		1,334.19	0.00	25.47	1,359.66
				Sub Total:	8,347.40	0.00	195.89	8,543.29
JAN-2017	100991	01/30/2017	RETRAINFEE-JAN2017-1		250.00	0.00	1.00	251.00
	10929776	01/10/2017	GUEST SATISFACTION		228.85	0.00	3.20	232.05
	10930021	01/10/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	2.24	162.24
	23372	01/21/2017	WYNREWARDS 5%		20.79	0.00	0.18	20.97
	31238555	01/02/2017	HRG Membership Fee		1,145.00	0.00	20.61	1,165.61
	31240136	01/05/2017	DEC-16 Voice		497.96	0.00	8.21	506.17
	31247031	01/29/2017	Member Benefits		4.85	0.00	0.02	4.87
	31247299	01/29/2017	AAA Program		6.87	0.00	0.03	6.90
	31247564	01/30/2017	Jan 2017 Revenue Management		533.00	0.00	2.13	535.13
	43745874	01/30/2017	7321A-TRAINING		382.63	0.00	1.53	384.16

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	43747257	01/30/2017	7308A-DISTRIBUTION TECH		54.63	0.00	0.22	54.85
	43751361	01/30/2017	Actual-1000A-ROYALTY FEE		1,458.67	0.00	5.83	1,464.50
	43751542	01/30/2017	Actual-1200A-MARKETING FEE A		1,458.67	0.00	5.83	1,464.50
				Sub Total:	6,201.92	0.00	51.03	6,252.95
FEB-2017	101041	02/27/2017	RETRAINFEE-FEB2017-0		250.00	0.00	0.00	250.00
	10932040	01/31/2017	WR GUEST SATISFACTION		96.15	0.00	0.34	96.49
	10932078	01/31/2017	WR GUEST SATISFACTION		38.46	0.00	0.13	38.59
	10932188	01/31/2017	WR GUEST SATISFACTION		96.15	0.00	0.34	96.49
	10932218	01/31/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.56	160.56
	10932907	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933178	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933206	02/07/2017	GUEST SATISFACTION		67.00	0.00	0.00	67.00
	10933218	02/07/2017	GUEST SATISFACTION		149.10	0.00	0.00	149.10
	10933292	02/07/2017	GUEST SATISFACTION		74.00	0.00	0.00	74.00
	10933315	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933373	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933399	02/07/2017	GUEST SATISFACTION		74.55	0.00	0.00	74.55
	10933483	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933555	02/07/2017	WR GUEST SATISFACTION		57.69	0.00	0.00	57.69
	10933563	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933570	02/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933577	02/07/2017	GUEST SATISFACTION		74.87	0.00	0.00	74.87
	10933621	02/07/2017	GUEST SATISFACTION		74.18	0.00	0.00	74.18
	10933755	02/14/2017	WR GUEST SATISFACTION		11.54	0.00	0.00	11.54
	10933766	02/14/2017	WR GUEST SATISFACTION		11.54	0.00	0.00	11.54
	10933937	02/14/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10933991	02/14/2017	WR GUEST SATISFACTION		57.69	0.00	0.00	57.69
	10934069	02/14/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10934211	02/14/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10934496	02/21/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10934779	02/21/2017	GUEST SATISFACTION		74.18	0.00	0.00	74.18
	24095	02/21/2017	WR FREE ENROLLMENTS		-7.13	0.00	0.00	-7.13
	24199	02/21/2017	WYNREWARDS 5%		293.77	0.00	0.00	293.77
	31248459	02/02/2017	JAN-17 Wyn.com		24.50	0.00	0.06	24.56
	31248748	02/02/2017	JAN-17 Voice		828.04	0.00	2.07	830.11
	31248928	02/02/2017	JAN-17 GDS/Internet		496.00	0.00	1.24	497.24
	31250720	02/05/2017	AHLA FEE		591.00	0.00	0.00	591.00
	31262494	02/16/2017	Member Benefits		6.51	0.00	0.00	6.51
	31263271	02/21/2017	GTMC Program 2017		123.51	0.00	0.00	123.51
	31263567	02/21/2017	JAN-17 GDS/Internet ADJ		-488.25	0.00	0.00	-488.25
	31268250	02/27/2017	Feb 2017 Revenue Management		533.00	0.00	0.00	533.00

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	43771320	02/27/2017	7321A-TRAINING		382.63	0.00	0.00	382.63
	43772487	02/27/2017	7308A-DISTRIBUTION TECH		54.63	0.00	0.00	54.63
	43779249	02/27/2017	Accrual-1000A-ROYALTY FEE	*	2,316.18	0.00	0.00	2,316.18
	43779250	02/27/2017	Accrual-1200A-MARKETING FEE A	*	2,316.18	0.00	0.00	2,316.18
				Sub Total:	10,597.67	0.00	4.74	10,602.41
MAR-2017	101085	03/30/2017	RETRAINFEE-MAR2017-1		250.00	0.00	0.00	250.00
	10936277	03/07/2017	GUEST SATISFACTION		74.18	0.00	0.00	74.18
	10936906	03/07/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10937423	03/15/2017	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	10938155	03/15/2017	GUEST SATISFACTION		102.35	0.00	0.00	102.35
	24519	03/21/2017	WYNREWARDS 5%		252.74	0.00	0.00	252.74
	24971	03/21/2017	WR FREE ENROLLMENTS		-12.48	0.00	0.00	-12.48
	25043	03/21/2017	WYNREWARDS BONUS		2.50	0.00	0.00	2.50
	31270474	03/09/2017	MAR-17 Voice		739.78	0.00	0.00	739.78
	31273014	03/19/2017	Member Benefits		19.35	0.00	0.00	19.35
	31277496	03/30/2017	Mar 2017 Revenue Management		533.00	0.00	0.00	533.00
	43795510	03/30/2017	7308A-DISTRIBUTION TECH		54.63	0.00	0.00	54.63
	43799188	03/30/2017	7321A-TRAINING		382.63	0.00	0.00	382.63
	43803134	03/30/2017	Accrual-1000A-ROYALTY FEE	*	1,142.34	0.00	0.00	1,142.34
	43803135	03/30/2017	Accrual-1200A-MARKETING FEE A	*	1,142.34	0.00	0.00	1,142.34
				Sub Total:	5,003.36	0.00	0.00	5,003.36
APR-2017	31279194	04/04/2017	MAR-17 Voice		864.86	0.00	0.00	864.86
				Sub Total:	864.86	0.00	0.00	864.86
				Grand Total:	225,407.39	98.35	26,192.35	251,698.09

Requested By: Kristine Violette

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

DE-IDENTIFICATION PROCEDURES

You must complete each of the following within 10 days after the Termination Date:

1. Remove, replace or cover with an opaque cover the primary Facility signage and all other exterior signage bearing the Wyndham Marks.

2. Remove all interior signage that contains Wyndham Marks.

3. Change advertising billboards to remove Wyndham Marks, including any department of transportation or other highway signage.

4. Stop answering Facility telephone as a Wyndham Garden facility.

5. Remove Wyndham name and Marks from any domain name, advertising and brochures.

6. Return to us or destroy all confidential operations and training manuals.

7. Remove the Wyndham name and Marks from the following items:

    - Guestroom supplies including door signage, ice buckets, cups etc.
    - Bathroom supplies including soap, shampoo, conditioner, etc.
    - Business cards and letterhead
    - Registration cards, folios, guest receipts, including electronic copies
    - Guestroom keys
    - Uniforms and name badges

8. Paint over or remove any distinctive Wyndham trade dress, paint schemes or architectural features.

9. Remove Wyndham name from the Facility's listing on TripAdvisor or any other online traveler review site.

10. It is prohibited to re-name the Facility with a confusingly similar name or color scheme as a Wyndham Garden facility.

11. We will visit the Facility at any time after 10 days after the Termination Date to verify that you have performed these de-identification obligations.

UPS CampusShip: Shipment Receipt

Shipment Receipt

Transaction Date: 07 Apr 2017 **Tracking Number:** 1Z22445X0290768276

1 Address Information

Ship To:	Ship From:	Return Address:
Giambrone & Saltzman, LLC Mr. Richard M. Saltzman, Esq. 710 US Highway 46E Suite 210 FAIRFIELD NJ 07004	Wyndham Hotel Group - 22 Sylvan Kristine Violette 22 Sylvan Way Parsippany NJ 07054 Telephone:9737537204 email:kristine.violette@wyn.com	Wyndham Hotel Group - 22 Sylvan Kristine Violette 22 Sylvan Way Parsippany NJ 07054 Telephone:9737537204 email:kristine.violette@wyn.com

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Shipping Fees Subtotal:	17.16 USD
Transportation	16.42 USD
Fuel Surcharge	0.74 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Shipping Charges: 17.16 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges:	7.46 USD
Subtotal Shipping Charges:	7.46 USD
Total Charges:	7.46 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Shipment Receipt

Transaction Date: 07 Apr 2017 **Tracking Number:** 1Z22445X0294084891

1 Address Information

Ship To:
Welcome Hotel Group, LLC
Banad Vishwanath
1 W. Lafayette St.
TRENTON NJ 086082001

Ship From:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

Return Address:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Shipping Fees Subtotal:	17.16 USD
Transportation	16.42 USD
Fuel Surcharge	0.74 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Shipping Charges: 17.16 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges:	7.45 USD
Subtotal Shipping Charges:	7.45 USD
Total Charges:	7.45 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Shipment Receipt

Transaction Date: 07 Apr 2017 **Tracking Number:** 1Z22445X0291312710

1 Address Information

Ship To:
Welcome Hotel Group, LLC
Abraham Mordowitz
118 E. 28th Street
NEW YORK NY 100168413

Ship From:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

Return Address:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone:9737537204
email:kristine.violette@wyn.com

2 Package Information

	Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1.	Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Shipping Fees Subtotal:	17.16 USD
Transportation	16.42 USD
Fuel Surcharge	0.74 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

Shipping Charges:	17.16 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges:	7.45 USD
Subtotal Shipping Charges:	7.45 USD
Total Charges:	7.45 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.